

U.S. ARMY CORPS OF ENGINEERS INTERAGENCY/SUPPORT AGREEMENT (ER 1140-1-211)		1. AGREEMENT NO.	
		2. <input checked="" type="checkbox"/> INITIAL AGREEMENT <input type="checkbox"/> AMENDMENT NO. _____	
3. PROJECT TITLE New Construction/addition of up to 400 prisoner beds at new maximum security prison in An Nasariyah, Iraq		4. EFFECTIVE DATE 17 August 2007	
		5. COMPLETION DATE 15 November 2008	
6. NAME AND ADDRESS OF USACE ORGANIZATION GRD Programs Directorate GRD Annex APO AE 09348		7. NAME AND ADDRESS OF OTHER AGENCY Bureau for International Narcotics and Law Enforcement Affairs U.S. Embassy, Iraq	
8. SCOPE OF WORK (Additional pages may be used as needed) Scope of Work plus additional items required per the IAA: 1) Scope of Work: Appendix 1 pages 29-34 2) Schedules: Appendix 2 3) Procedures for Coordination: Appendix 3 4) Type of Contract: Appendix 3 5) GFE/Contract Administration/Records Maintenance/Audits: Appendix 3 6) Amending/Modifying Support Agreement: Appendix 3 7) Final Proposal: Appendix 1 8) SOW: Appendix 5 9) Estimated Cost Breakdown: Appendix 6 10) Contracting Officer's Representative (COR): Appendix 7			
9. SPECIAL PROVISIONS (Additional pages may be used as needed) a. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers. b. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party. c. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities			
10. USACE PROJECT OFFICER		11. OTHER AGENCY PROJECT OFFICER	
TELEPHONE LIEUTANT CARLIER		TELEPHONE VIC LOY	
ADDRESS USACE GRS APO AE 09331		ADDRESS INL/RM/AUS U.S. Embassy, Iraq	

12. REPORTS *(Requirements and frequency)*

Appendix 4

13. FUNDS

(Page(s) with cost breakdown may be attached as necessary)

SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL
a. USACE AMOUNT			
b. OTHER AGENCY AMOUNT		\$7,274,891.00	\$7,274,891.00
c. TOTAL PROJECT COST		\$7,274,891.00	\$7,274,891.00

14. FUNDING

Funds will be provided by

a. ☐ Transfer Appropriation *(SF 1151, Now-Expenditure Transfer Authorization)*☐ Reimbursable Order *(31 USC 1535 - Economy Act)*☒ Other *(describe)* Provided through 632(b) Agreement

b. Appropriation

15. BILLING

a. Request for payment will be made by:

☐ SF 1080☐ SF 1081☒ Other *(describe)*

Per 632(b) Agreement

b. Frequency

☐ Monthly☐ Quarterly☐ Upon work completion☒ Other *(describe)*

Per 632(b) Agreement

c. Request for payment will cite the following accounting information *(describe necessary documentation)*:

d. Submit to

16. AUTHORITY

632(b) Agreement

17. APPROVALS

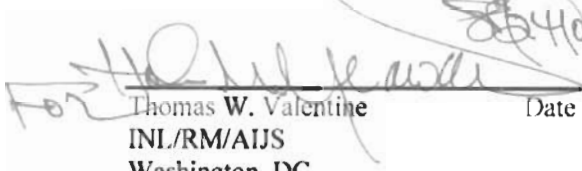
a. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR USACE See Attached Signature Sheet	SIGNATURE	DATE
a. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR OTHER AGENCY See Attached Signature Sheet	SIGNATURE	DATE

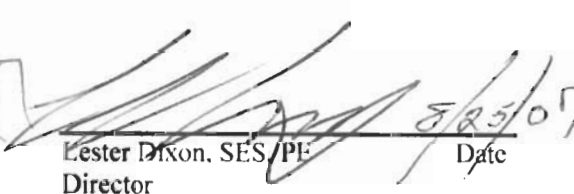
(Reverse of ENG Form 4914-R)


Signatures

U.S. Department of State
Bureau of International Narcotics
and Law Enforcement Affairs

U.S. Department of the Army
U.S. Army Corps of Engineers

 8/24/07
Thomas W. Valentine Date
INI/RM/AIJS
Washington, DC

 8/25/07
Lester Dixon, SES/PE Date
Director
Programs Directorate
Gulf Region District
U.S. Army Corps of Engineers

 8/17/07
William Brencick Date
INL/I
Washington, DC

Appendix 1

Nasariyah Ph II

Firm Fixed Price Contract

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)***AlBare'a Company**
Mohammed A. Ahmad / president
Al-Jamea Street
Baghdad-Iraq15. TELEPHONE NO. *(Include area code)*00962-799843043-Amman
00962-788670702- Amman
00964-7705328312-Baghdad16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 7 calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

6,244,542.00 USD**SIX MILLIONS TWO HUNDRED FORTY FOUR THOUSAND AND FIVE HUNDRED FORTY TWO US DOLLARS**

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation --give number and date of each)*

AMENDMENT NO.	001									
DATE	3 April 2007									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN

OFFER: Mohammed Aboud Ahmad
president

20B. SIGNATURE



20C. OFFER DATE

22 April 2007**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

*(4 copies unless otherwise specified)***ITEM**

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this**document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.**29. AWARD***(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN : Mohammed Aboud Ahmad/ president

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

TEL: (540) 665-5042 EMAIL:

30B. SIGNATURE



30C. DATE

22 April 2007

31 B. UNITED STATES OF AMERICA

BY 

31 C. AWARD DATE

23 May 07

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> AL-BARE'A CONTRACTING COMPANY MOHANNAD ABOUD AHMAD AL-JAMES STREET BAGHDAD IRAQ					15. TELEPHONE NO. <i>(Include area code)</i> 009647705328312					
CODE SCQ11					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
FACILITY CODE										
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>										
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED: <div style="font-size: 24pt; font-weight: bold; text-align: center; margin-top: 10px;">SEE SCHEDULE</div>										
22. AMOUNT \$6,244,542.00		23. ACCOUNTING AND APPROPRIATION DATA See Schedule								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY				CODE	27. PAYMENT WILL BE MADE BY:					
See Item 7					CODE					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> FRANK SANCHEZ+JR / Contracting Officer TEL: EMAIL: frank.sanchez@usace.army.mil					
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE 23-May-2007		

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Nasiriyah Prison Facility Phase II Expansion FFP Thi-Qar Governorate Provide all Personnel, Labor, Supervision, Equipment and Material necessary to design and construct Phase II of the maximum/medium security prison facility located in the central region of Iraq, the Thi-Qar Governorate, Iraq in accordance with Sub-CLINs below, the attached Scope of Work and drawings.		Lump Sum		
<p>NOTE: SEE FAR CLAUSE 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. The Contractor shall NOT acquire, for use in the performance of this contract, any supplies or services from Iran, or other countries as indicated in the Clause.</p> <p>As in indicated in FAR 52.228-3 Supplement, Contractor is Required to procure Workers Compensation insurance (Defense Base Act (DBA)) coverage for employees. Contractor is expected to show proof of this insurance at the pre-construction meeting.</p> <p>POINT OF CONTACT for procuring this insurance is: James Walczak, CNA, Phone: (703) 813-6544. email: jim.walczak@rutherfordord.com</p> <p>See Bill Schedule</p> <p>FOB: Destination</p>					
NET AMT					\$0.00
ACRN AA CIN: 00000000000000000000000000000000					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Civil/Site/Support Work FFP The Contractor shall design and provide all the necessary management personnel, labor, equipment, material, services, resources, and supports to construct the Civil/Site Work for Phase II. Civil/Site work includes the Phase II sewage network, Phase II potable water network, manholes, road network, utility installation, service and support areas, fire hydrant system, and all other items specified in the construction documents and required to ensure the operational capability of Phase II. Referenced drawings provided are (00C02.01D.4) with (00CE00.01.D.1 through 00CP01.01.D3) & 02.A.00.01D.2 FOB: Destination	1	Lump Sum	\$295,350.00	\$295,350.00
NET AMT					\$295,350.00
ACRN AA CIN: 00000000000000000000000000000000					\$295,350.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Medium Security Building FFP The Contractor shall design and provide all the necessary management personnel, labor, equipment, material, services, resources, and supports to construct the Medium Security Building. Work includes design and construction of all civil, architectural, structural, electrical, mechanical and plumbing aspects of the building. Referenced drawings provided are 06.A00.01.D.2 through 06E08.01.D.2) with 06M01.00D2 through 06S08.07.D.2. FOB: Destination	1	Lump Sum	\$4,463,839.00	\$4,463,839.00
NET AMT					\$4,463,839.00
ACRN AA CIN: 00000000000000000000000000000000					\$4,463,839.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Control Stations ad Site Sec Mngt Bldg FFP Control Stations and Site Security Management Building (22): The Contractor shall design and provide all the necessary management personnel, labor, equipment, material, services, resources, and supports to construct a Control Stations and Site Security Management Building. Work includes design and construction of all civil, architectural, structural, electrical, mechanical and plumbing aspects of the building. Referenced drawings provided are 22.A.01.01D through 22.E.01.02.D FOB: Destination	1	Lump Sum	\$49,540.00	\$49,540.00
NET AMT					\$49,540.00
ACRN AA CIN: 00000000000000000000000000000000					\$49,540.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Visitation Medium Security Bldg FFP The Contractor shall design and provide all the necessary management personnel, labor, equipment, material, services, resources, and supports to complete the Visitation Medium Security Building. Work includes design and construction of all civil, architectural, structural, electrical, mechanical and plumbing aspects of the building. Referenced drawings provided are 53.A.00.01D2 through 53.S01.02D2 FOB: Destination	1	Lump Sum	\$789,351.00	\$789,351.00
NET AMT					\$789,351.00
ACRN AA CIN: 00000000000000000000000000000000					\$789,351.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Electrical Distribution Network FFP Design and construct the main electrical intake from the HV site distribution system and LV connections to the individual buildings in Phase II. FOB: Destination	1	Lump Sum	\$600,512.00	\$600,512.00
NET AMT					\$600,512.00
ACRN AA CIN: 00000000000000000000000000000000					\$600,512.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Site Lighting FFP Site lighting associated with building: Design and Install site lighting for Phase II. Contractor shall ensure the site is adequately lighted. FOB: Destination	1	Lump Sum	\$45,950.00	\$45,950.00
NET AMT					\$45,950.00
ACRN AA CIN: 00000000000000000000000000000000					\$45,950.00

NOTE

NOTE: This solicitation contains a Price Schedule (Section 00010), a Scope of Work and Drawings

Price Schedule: The Price Schedule is intended to reflect the offeror's total price for satisfying all of the requirements set forth in this solicitation, including performing all work described in the Scope of Work.

Drawings: The attached drawings are provided for reference. The contractor will base his design on the Phase I Design Package.

See FAR CLAUSE 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. The Contractor shall NOT acquire, for use in the performance of this contract, any supplies or services from Iran, or other countries as indicated in the Clause.

As in indicated in FAR 52.228-3 Contractor is required to procure Workers Compensation insurance (Defense Base Act (DBA)) coverage for employees. Contractor is required to show proof of this insurance at the pre-construction meeting and prior to being issued the Notice to Proceed (NTP).

POINT OF CONTACT for procuring this insurance is: James Walczak, CNA, Phone: (703) 813-6544. email: jim.walczak@rutherfordord.com

Section 00700 - Contract Clauses

CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of funds for illegal or improper activity	JAN 1997
52.203-10	Price of Fee Adjustment for illegal or improper activity	JAN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data – Modifications	OCT 1997
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	APR 2006
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes – Foreign Fixed Price Contracts	JAN 1991
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.233-1 Alt I	Disputes	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.245-2	Government-Furnished Property (Fixed-Price Contracts)	JUN 2003
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition on Persons convicted of fraud or other defense-contract-related felonies	MAR 1999
252.204-7000	Disclosure of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A	Nov 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997

252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	SEP 2005
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Request for equitable adjustment	MAR 1998
252.245-7001	Reports of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal

action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.211-12 -- Liquidated Damages -- Construction (Sept 2000)

Liquidated Damages -- Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$850.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by the date of pre-construction meeting set by USACE Resident/Project Engineer. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: Ms. Norma Dean or Ms. Inhui Spann
US Army Corps of Engineers
Gulf Region Division – Southern District

Mailing Address:

USACE-GRS Bldg 511
LSA ADDER, TALIL AIR BASE
AN Nasiriyah, IQ

Telephone Number: (540) 665-5362

Person to Contact: Chief of Contracting

(End of clause)

WIRE TRANSFER AUTHORIZATION FORM

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C 3322 and 31 CFR 210. This information will be used by the U.S. Army Corps of Engineers, hereinafter called USACE, to transmit data by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments.

I hereby authorize USACE to initiate direct deposit credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account.

Name or (Company as shown on invoice) (1)			
Address: (2)			
City: (3)	State:	Country:	Postal Code:
Mailing Address (If different): (4)			
Daytime Phone or Email Address: (5)			

Contract # (Optional):

If more than one contract, please list on a separate sheet.

Name of Financial Institution: (6)			
Address: (7)			
City: (8)	State:	Country:	Postal Code:
SWIFT (BIC) Number: (9)			
Account Number: (10)			
Depositor Account Title: (11)			

Name of Corresponding Bank: (12)			
Address: (13)			
City: (14)	State:	Country:	Postal Code:
SWIFT (BIC) Number: (15)		ABA Number:	
Account Number of Bank listed above: (16)			

Name of Corresponding Bank: (17)			
Address: (18)			
City: (19)	State:	Country:	Postal Code:
SWIFT (BIC) Number: (20)		ABA Number:	
Account Number of Bank listed above: (21)			

SIGNATURE of Payee: _____ DATE: _____

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR/DFAR/AFAR

<http://farsite.hill.af.mil/VFFARa.htm>

EFAR

<http://www.hq.usace.army.mil/cepr/asp/library/efar.asp>

(End of clause)

252.222-7006 COMBATING TRAFFICKING IN PERSONS (OCT 2006)

(a) Definitions. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Construction” means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms “buildings, structures, or other real property” include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of a contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means a contractor that has no more than one employee including the contractor.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process (22 U.S.C. 7102(5)).

"Service contract" means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

"Service (other than commercial)" means a service that does not meet the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. It is the policy of the Department of Defense (DoD) that trafficking in persons will not be facilitated in any way by the activities of DoD contractors or contractor personnel. DoD will not tolerate severe forms of trafficking in persons or use of forced labor by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel during the period of contract performance. Furthermore, DoD will not tolerate the procurement of commercial sex acts by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel, during the period of performance of service or construction contracts. As delineated in National Security Presidential Directive 22, the United States has adopted a zero tolerance policy regarding contractor personnel who engage in or support trafficking in persons.

(c) Contractor compliance.

(1) During the performance of this contract, the Contractor shall comply with the policy of DoD and shall not engage in or support severe forms of trafficking in persons or use forced labor. The Contractor is responsible for knowing and adhering to United States Government zero-tolerance policy and all host nation laws and regulations relating to trafficking in persons and the use of forced labor.

(2) Additionally, if this contract is a service or construction contract, the Contractor shall not engage in or support the procurement of commercial sex acts during the performance of this contract and is responsible for knowing and adhering to United States Government policy and all host nation laws and regulations relating thereto.

(d) Contractor responsibilities for employee conduct - service or construction contracts. If this contract is a service or construction contract, the Contractor, if other than an individual, shall establish policies and procedures for ensuring that during the performance of this contract, its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor. At a minimum, the Contractor shall—

(1) Publish a statement notifying its employees of the United States Government policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, termination of employment, or removal from the host country;

(2) Establish an awareness program to inform employees regarding–

(i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy; and

(iii) Laws, regulations, and directives that apply to conduct when performance of the contract is outside the United States, including–

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor;

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor that may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267) and 18 U.S.C. 3271, Trafficking in persons offenses committed by persons employed by or accompanying the Federal Government outside the United States; and

(C) Directives on trafficking in persons from the Combatant Commander, or the Combatant Commander's designated representative, that apply to contractor employees, such as general orders and military listings of "off-limits" local establishments; and

(3) Provide all employees directly engaged in performance of the contract with–

(i) Any necessary legal guidance and interpretations regarding combating trafficking in persons policies, laws, regulations, and directives applicable to performance in the host country; and

(ii) A copy of the statement required by paragraph (d)(1) of this clause. If this contract is for services (other than commercial), the Contractor shall obtain written agreement from the employee that the employee shall abide by the terms of the statement.

(e) Employee violations – notification and action. The Contractor shall–

(1) Inform the Contracting Officer immediately of any information it receives from any source (including host country law enforcement) that alleges a contractor or subcontractor employee has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(2) In accordance with its own operating procedures and applicable policies, laws, regulations, and directives, take appropriate action, up to and including removal from the host nation or dismissal, against any of its employees who violate the policy in paragraph (b) of this clause; and

(3) Inform the Contracting Officer of any actions taken against employees pursuant to this clause.

(f) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (e), or (g) of this clause may render the Contractor subject to–

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default, in accordance with the Termination clause of this contract; or

(6) Suspension or debarment.

(g) Subcontracts.

(1)(i) The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed outside the United States; and

(ii) If this contract is for services (other than commercial), the Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed in the United States for the acquisition of services (other than commercial).

(2) If this contract is a service or construction contract, the Contractor shall conduct periodic reviews of its service and construction subcontractors to verify compliance with their obligations pursuant to paragraph (d) of this clause.

(3) The Contractor shall—

(i) Immediately inform the Contracting Officer of any information it receives from any source (including host country law enforcement) that alleges a subcontractor has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(ii) Take appropriate action, including termination of the subcontract, when the Contractor obtains sufficient evidence to determine that the subcontractor is in non-compliance with its contractual obligations pursuant to this clause; and

(iii) Inform the Contracting Officer of any actions taken against subcontractors pursuant to this clause.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (Jun 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall --

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is --

(1) A foreign government;

- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from following the procedures at PGI 225.7401(a) or go to <http://www.acq.osd.mil/dpap/contingency>.

(End of Clause)

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL (JUN 2005)

(a) Definitions. As used in this clause "Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic. "United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation; or

(2) The construction material or components listed by the Government as follows:

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings that may be provided by the USACE Resident/Program Manager.

(End of clause)

EFAR

52.249-5000 Basis for settlement of proposals.

"Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate."

(End of Statement)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16	Quantity Surveys	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 7calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 450 days after Notice to Proceed.. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifty one (51) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

SPECIAL CONTRACT REQUIREMENTS (SCR)

SCR 1 WAR RISKS—IRAQ AND THE MIDDLE EAST—FIRM FIXED PRICE CONTRACTS:

(a) Notwithstanding any other provisions of this contract (or task orders issued under this contract, if applicable) to the contrary and except as set forth in paragraph (d) below:

(b) (1) The Government assumes the risk of loss, damage or destruction of:

(i) Completed or partially completed work performed under this contract;

(ii) Material, equipment, and/or installations, which are being used or were acquired for use by the Contractor in the performance of this contract and which are:

(A) located on the site of the work to be performed under this contract; or

(B) are lost or damaged in Iraq or the Middle East while being transported

(including storage or warehousing reasonably incident to transport) to the site of the work or to a point for delivery to the Government; or

(2) Additional costs of performance of services; however,

(3) Such loss, damage, destruction or additional costs of performance of services described in paragraph (b)(1) & (2) must be the direct result of acts of war or attacks by an enemy or hostile entity against the United States or friendly nations, including, but not limited to:

(i) criminal activity;

(ii) civil commotion;

(iii) riot;

(iv) sabotage;

(v) insurrection;

(vi) rebellion;

(vii) terrorism; or

(viii) hostile or warlike action, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), by any authority using military, naval, or air forces, or by any criminal, insurrectionist, rebel, or terrorist organization or entity.

(c) The direct cause of the loss, damage, destruction or additional costs of performance of services described in paragraph (b)(1) & (2):

(1) Must not be due, in whole or in part, to a negligent act (or acts) or an omission to act on the part of the Contractor;

(2) The Contractor must have exercised due care and taken reasonable precautions against the cause of the loss, damage, destruction or additional costs of performance of services, if the cause was then known as existing in Iraq or the Middle East; and

(3) The Contractor was unable to obtain insurance against all or part of the risk of loss, damage, destruction or additional costs of performance of services, or the Contracting Officer had previously agreed that the cost of obtaining such insurance was not economically feasible under the circumstances of the contract.

(d) When such loss, damage, destruction or additional costs of performance of services described in paragraph (b)(1) & (2) allegedly occurs:

(1) The Contractor shall promptly notify the Contracting Officer of any loss, damage, destruction or additional costs of performance of services which may be compensable under this clause. Such portion of costs of loss, damage, destruction or performance of services, directly attributable to the Contractor's failure to promptly notify the Contracting Officer, may be withheld from any equitable adjustment due the Contractor under this Clause;

(2) The Contractor shall promptly take all reasonable steps to protect work, material, equipment, and/or installations or performance of services from further loss, damage, destruction or additional costs;

(3) If directed in writing by the Contracting Officer, the Contractor shall replace and/or repair such part of the completed or partially completed work, material, equipment, and/or installations as may have been lost, damaged or destroyed, or shall provide replacement services;

(4) The Contractor shall furnish proof of loss, damage, destruction or additional costs of performance of services in such manner or form as may be required by the Contracting Officer. The Contracting Officer shall determine the facts surrounding the conditions listed in paragraph (b) above which demonstrate whether or not the Contractor is entitled to an adjustment for the claimed loss, damage, destruction or additional costs of performance of services; and

(5) Subject to the availability of funds, the Contracting Officer shall issue a suitable adjustment to the contract, if appropriate. However, no profit shall be paid for any adjustment due to loss, damage, destruction or additional costs of work, material, equipment, and/or installations or performance of services.

(e) In the event that the Contracting Officer determines that the loss, damage, destruction or additional costs of work, material, equipment, and/or installations or performance of services was solely or partly due to the fault, negligence or an omission to act of and by the Contractor, the Contracting Officer may:

(1) Refuse to provide any adjustment at all to the Contractor; or

(2) Provide only additional time for performance of the contract; or

(3) Still provide an adjustment to the Contractor. However, the Government's liability may be reduced by:

(i) amounts of the additional costs of work, material, equipment, and/or installations, or performance of services attributable to the Contractor's fault, negligence or omission to act, if quantifiable; and

(ii) amounts the Government has paid, including profit and overhead, for the Contractor's security, precautionary measures or other actions which, through the Contractor's fault, negligence or omission to act, wholly or partly failed to prevent the loss, damage, destruction or additional costs of performance of services.

(f) Any adjustment due to the Contractor shall be offset by the amount of insurance payments the Contractor receives as compensation for the loss, damage, destruction or additional costs of performance of services; but the offset may be deferred to a later time to take into account the need to timely replace work, material, equipment, and/or installations or perform additional services pending settlement of insurance claims.

(g) (1) In event hostilities or the threat of hostilities, or an act of the Government in anticipation or response to such hostilities or threat of hostilities, affect the supply or movement of materials, supplies and/or personnel to, from or through Middle East countries which causes an increase in the time required to perform or the cost of performance of this contract: subject to the availability of funds, an adjustment may be made to the contract;

(2) For purposes of this paragraph, the term, "hostilities" includes any activities described in paragraph (b)(3) above;

(3) The Contractor, on request of the Contracting Officer, shall show by appropriate proof the extent of the increase in the cost of performance or the time to perform this contract. Overhead or profit will not be allowed in any price adjustment made pursuant to this paragraph.

(h) (1) The Contractor warrants that the contract price includes only such charges or reserves for insurance (including self-insurance funds or reserves) or any contingency, covering any of the risks assumed by the Government under this Clause, which have been previously approved by the Contracting Officer;

(2) The Contractor agrees that, before it purchases insurance or accumulates self-insurance funds or reserves or any contingency, covering any of the risks assumed by the Government under this clause, it shall consult with the Contracting Officer as to whether the Government agrees with the proposed act;

(3) The Contractor agrees that if it carries any insurance that is deemed by the Contracting Officer to cover any of the risks assumed by the Government under this Clause, the Contractor will make demand against the insurer in the amount recoverable from the insurer and will reduce any claims made under paragraphs (d) and (f) above;

(4) At the Contracting Officer's discretion, the Contractor shall assign to the Government its rights against the insurer for the risks covered by this clause. Upon the Contracting Officer's request, the Contractor shall furnish to the Government, at the Government's expense, all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery.

(i) Failure to agree to any adjustment contemplated under this clause shall constitute a dispute within the meaning of the Disputes Clause of the contract. However, nothing in this Clause shall excuse the Contractor from timely replacing work, material, equipment, and/or installations or performing additional services as provided above.

(End of Clause)

SCR 2 ENGLISH SPEAKING REPRESENTATIVE

Prime Contractors must have an English Speaking Representative at all times when any performance of the work at any site is being conducted by any employee of the Contractor or his subcontractors, the Contractor shall have a representative present at each site who has the capability of receiving instructions in the English language, fluently speaking the English language and explaining the work operations to persons performing the work in the language that those performing the work are capable of understanding. The Contracting Officer shall have the right to determine whether the proposed representative has sufficient technical and lingual capabilities, and the Contractor shall immediately replace any individual not acceptable to the Contracting Officer.

SCR 3 LOCAL EMPLOYMENT

Prime Contractors must employ not less than 80% of the local labor force from the Project's Province. To qualify as a member of the local labor force, employees must be a resident of the Province of the given project for at least 1 year.

SCR 4 CONTRACTOR SUPPORT OF USAID COMMUNITIES STABILIZATION PROGRAM (CSP) FOR HIRING IRAQI APPRENTICES

The contractor shall provide a company point of contact – name and telephone number – within five days after contract award to serve as a liaison with USAID / Iraq. The individual designated will be contacted by a

representative of USAID / Iraq for the purpose of developing contractor participation in the USAID apprenticeship program.

The contractor shall make a good faith effort to maximize participation in USAID's apprentice program while still assuring compliance of the terms and conditions of the contract herein. The duration for each apprenticeship is currently six months. USAID will provide apprentices matched to work being performed by the contractor.

This is a program administered and funded solely by USAID.

In accordance with the Apprentice Program, USAID currently provides:

- (1) Tools of their trade for apprentices to begin work;
- (2) 50% of the apprentices' salary; and
- (3) A one-time bonus/honorarium for the supervisor of apprentices (one bonus per apprentice), covering all extra work to guide, supervise and prepare a written evaluation of each apprentice.

Contractor will comply with the terms and conditions of the Apprentice Program set forth by USAID. To the extent that the Apprentice Program may conflict in any way with the contract terms herein, the Contractor shall apprise the COR, and the contract terms herein shall take precedence. The Contractor shall pay 50% of the apprentices' salaries plus any fringe benefits in accordance with the Apprenticeship Program. Upon training completion the designated supervisor shall complete evaluation forms for each apprentice.

This program is not intended to replace skilled laborers. Contractors who successfully support the program will be given additional credit in a final performance evaluation of their company upon completion of the work.

Section 01000 – General Requirements

SCOPE OF WORK

1.0 Introduction

1.1 **BACKGROUND:** This project is a firm fixed price, design-build contract to design and construct Phase II of the Nasiriyah Correctional Facility in the Thi-Qar Governorate, Nasiriyah District of Iraq. Construction must meet current International and Iraqi building codes and standards. Preliminary designs have been completed under a separate contract and will be provided as part of this solicitation.

1.2 **PROJECT LOCATION:** This project is located in the Thi-Qar Governorate, Nasiriyah District of Iraq. The MGRS grid location is 38RPV1136429533. The geodetic location N 30° 59.647' E 046° 09.985'. The entire site is approximately 104,800 square meters.

1.3 **OBJECTIVE:** This project is to design and construct Phase II of the maximum/ medium security prison facility located in the central region of Iraq. Phase II will consist of an additional medium security building, accompanying visitation building, and all appropriate security structures, site work, and utility connections. The overall objective of this project is to increase the overall bed count of the Iraqi Corrections Service for the Ministry of Justice through the construction of additional structures.

1.4 **SITE VISIT:** The contractor shall visit the site prior to finalizing his price, and their proposal will be deemed to include all the work required to perform the design and construction of Phase II. Access to the site is available upon request.

2.0 SCOPE OF WORK:

2.1 **SCOPE:** The contractor shall be responsible for all work covered by this statement of work including but not limited to furnishing all labor, equipment, materials, security, housing, travel, testing, inspections, and permits required to design, construct, inspect, quality control, and supervise as specified in this scope of work. Specific tasks in this project include: site preparation, construction, procurement, installation, testing, and commissioning of a new maximum security unit, visitation building, and appropriate security structures complete with all furniture, fixtures, equipment, and buildings, ready for sustained operation

In addition, all work performed shall conform to the Iraqi General Conditions for Contracting where it does not conflict with US Federal Acquisition Regulations.

2.2 **GENERAL:** All equipment and finishes shall comply with Iraqi building codes and in accordance with the final designs and submittals. All equipment and systems in the facilities that require certification for operation (boilers, chillers, fire protection, sewer and water treatment, etc) shall be certified under this contract.

2.3 **EXISTING SITE CONDITIONS:** Work on Phase I is partially complete. This status is for reference only. The contractor is to verify the current design drawings and submit a proposal to design and build Phase II of construction while construction of Phase I is on-going.

2.4 **CURRENT WORK ON SITE:** Work is currently ongoing at the Nasiriyah Site for Phase I. Construction of Phase II will be concurrent with the current work on site.

2.5 **WORK TO BE COMPLETED UNDER THIS SCOPE OF WORK:** Contractor is to design and construct Phase II at Nasiriyah Correctional Facility. Phase II is currently designed for an additional 400 beds and must include all support facilities required to operate the additional structure. It shall be the Contractor's responsibility to survey the work in place, review the design of Phase II, and determine what shall be required to accomplish the additional construction at the Correctional Facility while work is on-going with Phase I. Below is a list of items that are to be considered under this contract:

- Civil/Site Work
- Medium Security Building (design as Bldg. 06/1, 06/2)
- Visitation Medium Security Buildings (design as Bldg. 53/1, 53/2)
- Control Station and Site Security Management (design as Bldg. 22)
- Internal road network and hard standings to support all facilities
- Main access road to site entry at sally port
- External and internal perimeter security roads
- Fire hydrant system linked to potable water distribution system to serve buildings
- HV site distribution system and LV connections to individual buildings for Phase II construction.
- General site lighting associated with Buildings
- Service and Support Areas

2.6 Prior to starting work, the contractor shall submit for approval to the USACE the following documents:

1. Project Schedule
2. Contractor's Safety Plan
3. Contractor's Quality Control Plan.
4. Contractor's Commission Plan

2.7 This project will involve the connection to (and if necessary expansion of) Phase I's water and sewer delivery, disposal and storage systems needed to insure the health and hygiene of the prisoners and staff assigned to this prison.

2.8 This project will involve the connection (and if necessary expansion of) Phase I's primary and backup power systems sufficient to maintain security operations at the prison.

2.9 This project will involve the construction of security structures necessary to ensure the containment of the prisoner population and prevent a compromise of the security envelope by external and internal threats.

2.10 Unless specified otherwise, all bathrooms and washing facilities shall be constructed to conform to Iraqi customs and Eastern style designs.

2.11 Prisoner Housing Unit Dimensions: The housing unit (s) shall be of sufficient dimensions to provide each prisoner with 25 square feet of personal living/sleeping space, plus common areas hallways, toilets and showers and sally ports.

2.12 Prisoner Cell Dimensions: All cells shall conform to the specifications being used to construct Phase I, but shall not provide for less than 25 square feet per prisoner.

2.13 Support Building Requirements: This project shall include the construction of a visitation building of sufficient dimensions and security level to allow the prisoners access to regular visitation.

3.0 COMMISSIONING, SYSTEMIZATION, START-UP

3.1 The Nasiriyah Correctional Facility: The Nasiriyah Correctional Facility is an important part of the effort to rebuild the Iraqi Justice system. Completion of the project will be a high priority. Turnover and testing will be performed as soon as possible due to the immediate need for the facility. Thirty days prior to the anticipated date for Final Acceptance, the CONTRACTOR will notify the USACE COR and Resident Engineer of intent to closeout.

3.2 Commissioning and Training Plan: The contractor shall prepare a commissioning and training plan and submit it to USACE COR for approval. Where training is required, the contractor shall arrange for technical training from the system manufacture for up to ten (10) personnel. Commissioning and training shall be conducted prior to final acceptance of the project and final payment. The commissioning and training plan shall include, but is not limited to, commissioning of, and training on, the following systems:

- a. Heating, ventilating and air conditioning systems
- b. Special systems, including, but not limited to, fire detection and alarm system.
- c. Packaged wastewater Treatment Plant
- d. Packaged water Treatment Plant
- e. Electrical Power Generation Plant
- f. Lighting Systems

4.0 SUBMITTALS:

4.1 DESIGN DRAWINGS: The contractor shall submit three (3) sets of reproducible design drawings to the USACE Project Engineer/ COR at the 30%, 60%, and 90% design stages. The drawings shall show the overall site and work to be completed under this contract.

4.2 AS-BUILT DRAWINGS: Upon completion of the contract work, the contractor shall provide three (3) sets of reproducible "As-Built" condition drawings. The drawings shall show the overall site, work completed under this contract. As-Built drawings shall be submitted to the USACE Project Engineer/ COR.

4.3 OPERATION AND MAINTENANCE (O & M) MANUALS: The contractor shall furnish minimum of three (3) sets of O&M manuals on each system to the Contracting Officer. Manuals shall contain manufacturer's full name, address and telephone numbers.

4.4 RECORDS: The contractor shall maintain all records and files as required to satisfy warranty options.

4.5 SPECIAL TOOLS: At contract completion, the contractor shall turn over all inventoried tools and spares.

4.5. TAKING OVER CERTIFICATE: A Taking-Over Certificate shall be issued by USACE-GRS upon completion of the following tasks:

- a. Final inspection of completed facility by designated representative of USACE-GRS and USACE Resident Engineer.
- b. Completion and resolution of all punch list items.
- c. Delivery and acceptance of final as-built drawings and Operation and Maintenance Manuals.

5.0 SPECIAL REQUIREMENTS:

5.1 Contracting Officers' Representative: The Contractor shall provide access to the site at all times to permit the Contracting Officer's Representative (CoR) and RESIDENT ENGINEER staff to perform Quality Assurance and to monitor on site progress.

5.2 ENGLISH SPEAKING REPRESENTATIVE: The Contractor shall provide an English-speaking representative on-site full-time (24-hours per day, 7-days per week) with the authority to make all decisions on behalf of the Contractor. In addition, each Subcontractor shall provide for each trade a foreman/supervisor for each crew of workers and an overall site supervisor for each building.

5.2.1 GATE REPRESENTATIVE: The Contractor shall provide at least one English-speaking representative at the entrance of the facility to check workers in, 7-days per week, and maintain a logbook with the name and company of all workers.

5.3 SITE SECURITY: The Contractor shall be responsible for on-site security as necessary to their portion of the site to ensure no un-authorized access occurs. Any damage to facilities or infrastructure, which happens due to a lack of security, shall be the responsibility of the Contractor to correct. The Contractor shall be responsible for providing Site Security Teams (SST's) to provide, at a minimum the following services:

- 1 Project Site Protection

- 2 Body Searches
- 3 Vehicle Searches
- 4 Static Site Security
- 5 Report Writing: SST team leader only
- 6 Security Patrols of the designated Work Site
- 7 Escort for Contractor personnel and site construction equipment and supply deliveries sufficient to prevent theft, hijacking or kidnapping; and
- 8 Other reasonable tasking as directed by the project security manager

5.4 **REPORTS:** The Contractor shall complete a daily report for each day work activities occurred on the site. This report shall provide a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. This report shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. This report shall be furnished to the USACE Project Engineer/ COR daily within 24 hours after the date covered by the report. All calendar days shall be accounted for throughout the life of the contract. Daily reports shall be signed and dated by an authorized representative of the Contractor. Information in the daily report shall include, but is not limited to, the following:

- a. On-site personnel types and quantities
- b. Major equipment types and quantities
- c. Brief description of the work performed by area and activity
- d. Major material delivered to site
- e. Problems and concerns, if any
- f. Any other information required by USACE

5.5 **SOLID WASTE DISPOSAL:** All solid/liquid waste, including debris from the site and/or refuse generated during performance of this contract, shall be disposed of off-site. The Contractor shall provide and equip dumpsters with a secure cover and paint the standard base color. The Contractor shall keep cover closed at all times, except when being loaded with trash and debris. No burning or burying of solid waste shall be allowed on-site. Each Contractor or Subcontractor shall provide a centrally located container for the debris and/or refuse of each building. Debris and refuse shall be picked up from within the buildings and around the site daily and placed into the containers. Containers shall be emptied, with disposal off-site.

5.6 **CONTRACTOR EMPLOYEE HOUSING:** The Contractor shall be responsible for providing housing for all employees which require such services. The Contractor may construct temporary housing and support facilities for their employees. Only employees working on this project shall occupy this area. The Contractor shall be responsible for maintaining this area in a clear orderly manner. The Contractor shall be fully responsible for all plant and materials needed to constructed and maintain this area. No workers shall be allowed to stay within the building they are working on; they must stay in the designated area.

5.6.1 **CONTRACTOR EMPLOYEE FACILITIES:** Each Contractor or Subcontractor shall provide portable toilets, which shall be used by their workers for the entire length of construction. Portable toilets shall be placed within easy access to the work area. The contractor is responsible to have the portable toilets emptied and cleaned on a schedule as approved by the Contracting Officer's Representative.

5.7 **MOBILIZATION AREA:** A mobilization area shall be provided for the Contractor's use. This area shall be used for equipment, staging, and office areas. The housing and mobilization area shall be completely and thoroughly restored upon completion of construction.

5.8 **GRS PROJECT ENGINEER OFFICE SPACE:** The Contractor shall be responsible for providing and maintaining the office space for the GRS Project Engineer's Staff. The Contractor shall be responsible for maintaining this area in a clear orderly manner. The Contractor shall be fully responsible for all plant and materials needed to maintain this area.

5.8.1 **RESIDENT/PROJECT ENGINEER STAFF FACILITIES:** The Contractor shall provide four (4) toilets, and sinks for the exclusive use of the Project Forces. The Contractor shall be responsible for providing continuous electrical power and potable water throughout the duration of the contract. These facilities shall be separate from the Contractor's employees' facilities.

5.9 **CONSTRUCTION WORK SITE SECURITY FENCING:** The Contractor shall be responsible for providing a fence around work sites with signs specifying off limit areas to trainees and likewise workers shall not be allowed to travel outside this perimeter except moving to and from the site, which shall be limited to the asphalt road leading from the main gate. The Contracting Officers' Representative (CoR) will approve roads and haul routes to be used by the contractor.

5.10 **CONTRACTOR SPECIALIZE QUALITY CONTROL ENGINEERING STAFF:** The Contractor shall provide the services of a qualified structural, electrical, water resource / environmental, mechanical, and construction management engineer to oversee the Quality Control Program. The Quality Control Program shall address the use of Specialized Inspection services within the Three Phase Quality Control Program for each Definable Feature Work on each pod the Contractor shall be responsible for. A least one of the Quality Control Engineers shall be on-site at all times to conduct Quality Control of the project in accordance with the approved Quality Control Plan.

5.11 **CONTRACTOR BULK FUEL STORAGE:** The Contractor shall be responsible for providing a bulk fuel storage and issue point on-site. Storage shall exceed 2-3 days worth of use. Neither the INL nor the US Army will provide fuel for Contractor's Equipment.

5.12 **CONTRACTOR AS-BUILT DRAWINGS:** At the completion of this contract, the Contractor shall provide as-built drawings depicting the building and pod footprint to include all new electrical and plumbing/mechanical systems, as well as all known utility services on site. In addition, the Contractor shall provide Operation and Maintenance Manuals comprised of manufacturer's information (in English), including any warranties, at the completion of this contract.

5.13 **CONTRACTOR QUALITY CONTROL:** The Contractor shall establish and enforce a Quality Control program. This program shall enforce standards on both materials and workmanship as established by the design engineers and architects. The Contractor shall have at least one employee assigned to Quality Control full time. Quality control shall be the only responsibility of this employee.

5.14 **MATERIAL QUALITY:** All materials used on this project shall be of commercial grade or higher according to Iraqi Building Codes. Any materials found to be of low or questionable quality shall be rejected by the GRS RESIDENT/PROJECT ENGINEER or GRS QUALITY ASSURANCE REP. Acceptance of the materials will be by the RESIDENT/PROJECT ENGINEER.

5.15 **SUBMISSIONS AND ACCEPTANCE:** Submissions and acceptance of all required items with the appropriate manufacturer's information (in English) shall be accomplished before installation.

6.0 **EXECUTION PHASING:** Execution phasing shall be as follows:

6.1 **TIMING:** Temporary measures shall be used by the Contractor to ensure service. Examples include using trucked sources of drinking (potable) water in the event the water plant is not operational. All work around or temporary measures shall be submitted and approved one week before the required execution date. All work around measures shall be completed and removed before project close out.

6.2 **BILL OF QUANTITIES LINE ITEMS:** All Line Items shall commence work with the Notice to Proceed, issued by the Contracting Officer.

6.3 **LINE ITEM COMPLETION:** Schedule for completion of each Line Item shall be done by Contractor and submitted to the GRS PROJECT ENGINEER.

7.0 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.

7.1 SPECIFICATIONS AND DRAWINGS: The Contractor shall keep on the work site a copy of the drawings and specifications (the written description of the work) and shall at all times give the Contracting Officer's Representative access thereto. Anything mentioned in the specifications and not in the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. If case of difference in the figures between the drawings or in the specifications, the matter shall be promptly submitted to the Contractor's licensed designer of record and copied to the Government for informational purposes. The determination shall be submitted to the Government before any work shall be performed. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

8.0 MATERIALS

8.1 MATERIAL SUBMITTAL: All materials shall be submitted and approved by the USACE Project Engineer/ COR prior to their use. Failure to obtain approval prior to use that causes additional work and/or materials shall be replaced and/or redone at the Contractor expense.

C.2 PROJECT SCHEDULE - CONSTRUCTION

1.0 GENERAL

Proposal Schedule: The proposal schedule shall be included as part of the contractor's proposal and developed in accordance with the Scheduling Procedure.

Preliminary CPM Schedule: The contractor shall be required to submit a Preliminary schedule no later than 7 days from the award date.

Detailed Project (PIF) CPM Schedule: The contractor shall submit a Detailed Schedule for the contractor's engineering, procurement, construction and commissioning work scope within 30 days of contract award.

Document Control Plan: The contractor shall be required to utilize a document control system commensurate with industry standards. The contractor shall be prepared to demonstrate the document control system to the Government if requested.

1.1 SUBMITTALS

Government approval shall be required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted:

SD-07 Schedules

- a. Preliminary Project Schedule
- b. Detailed Project Schedule
- c. Periodic Schedule Updates

SD-08 Statements

- a. Qualifications
- b. Documentation showing qualifications of personnel preparing schedule reports.

SD-09 Reports

- a. Narrative Report
- b. Schedule Reports

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports. This person shall have previously created and reviewed computerized schedules. Qualifications of this individual shall be submitted to the Contracting Officer for review with the Preliminary Project Schedule submission.

2.0 EXECUTION

2.1 GENERAL

A Project Schedule as described below shall be prepared. The Contractor shall be responsible for scheduling of all design, procurement and construction activities. Contractor management personnel shall actively participate in its development. Designers, subcontractors and suppliers working on the project should also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to:

- a. Assure adequate planning, scheduling, and reporting during execution of the pre-construction, engineering, procurement, construction, commissioning and close-out related activities so they shall be prosecuted in an orderly and expeditious manner, within the contract time and the milestones stipulated by the contract;
- b. Assure coordination of the work of the Contractor and the various subcontractors and suppliers at all tiers;
- c. Assist in the evaluation of the Contractor's performance as it relates to time;
- d. Assist in monitoring the progress of the work and evaluating proposed changes to the contract and the construction schedule; and,
- e. Assist in detecting problems for the purpose of taking corrective action and to provide a mechanism or tool for determining and monitoring such corrective actions.
- f. Provide the basis of all progress payments.

2.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Payment for all CLINs shall be based on progress completed. Lack of an approved schedule or scheduling personnel shall result in an inability of the Contracting Officer to approve Contractor progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, then the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

NOTE: Engineered Equipment - 90% of the value of engineered equipment will be paid upon delivery of said equipment to site if the Contractor's approved schedule of prices includes the value of that equipment as a separate item. The remainder will be paid following successful commissioning. No payment for engineered equipment will be made prior to delivery.

2.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be Primavera Project Planner version 3.1. All work under this Contract shall be planned, scheduled, executed and reported using this software. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. The use of other computer software or manual methods to produce any required information shall require prior approval by the Contracting Officer.

2.3.1 Use of the Critical Path Method: The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in either the Precedence Diagram Method (PDM) or the Arrow Diagram Method (ADM).

2.3.1.1 Contractor Scheduler: The Contractor shall employ the services of at least one person fully qualified and with a minimum of 5 years experience in critical path scheduling on project of similar size, scope and complexity for the duration of the Contract.

2.3.2 Level of Detail Required: With the exception of the initial and preliminary schedule submission, the Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule.

2.3.2.1 Activity Durations: Contractor submissions shall be required to follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods. A rule of thumb, that the Contractor should use, is that less than 2 percent of all non-procurement activities' original durations shall be greater than 15 days.

2.3.2.2 Design and Permit Activities: The Contractor shall integrate design and permitting activities, including necessary conferences and follow-up actions and design package submission dates into the schedule.

2.3.2.3 Procurement Activities: Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, delivery, and installation.

2.3.2.4 Required Milestones and Activities: The following milestones and activities shall be listed as separate line items on the Contractor's project schedule:

- Submission and approval of mechanical/electrical layout drawings.
- Submission and approval of O & M manuals.
- Submission and approval of as-built drawings.
- Performance Verification testing.
- Other systems testing, if required.
- Pre-final inspection.
- Correction of punch list from pre-final inspection
- Final inspection.
- Mobilization milestone
- Construction Start milestone
- Construction Complete milestone
- Pre-commissioning start milestone
- Pre-commissioning finish milestone
- Commissioning start milestone
- Commissioning finish milestone
- Demobilization milestone
- Turn over to the Ministry milestone

2.3.2.5 Government Activities: Government and other agencies activities that could impact progress shall be shown. These activities include, but are not limited to: design reviews, submittal reviews, and environmental permit approvals by State regulators, inspections, utility tie-in, Government Furnished Equipment (GFE) and contract award for phasing requirements.

2.3.2.6 Workers per Day: All activities shall have an estimate of the average number of workers per day that are expected to be used during the execution of the activity. If no workers are required for an activity, in the case of activities related to procurement, for example, then the activity shall be identified as using zero workers per day. The Workers Per-Day Code shall identify the workers-per day information for each activity.

2.3.2.7 Responsibility: The party responsible to perform the work shall identify all activities in the project schedule. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or

government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

2.3.2.8 Work Areas: All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

2.3.2.9 Modification or Claim Number: Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modification.

2.3.2.10 Bid Item: All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

2.3.2.11 Phase of Work: All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not be allowed to contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

2.3.2.12 Category of Work: All activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited to, the procurement chain of activities including such items as submittals, design, design packages submission, design reviews, review conferences, permits, submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

2.3.2.13 Feature of Work: All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

2.3.3 Scheduled Project Completion: The schedule interval shall extend from contract award to the contract completion date.

2.3.3.1 Project Start Date: The schedule shall start no earlier than the date that the contract was awarded. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have: an "ES" constraint, a constraint date equal to the date that the contract was awarded, and a zero day duration.

2.3.3.2 Constraint of Last Activity: Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity call "End Project". The "End Project" activity shall have: a "LF" constraint, a constraint date equal to the completion date for the project, and a zero day duration.

2.3.3.3 Early Project Completion: In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer to evaluate the Contractor's ability to actually complete prior to the contract period.

2.3.4 Interim Completion Dates: Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

2.3.4.1 Start Phase: The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have: an "ES" constraint, a constraint dates equal to the date that the contract award was acknowledged, and a zero day duration.

2.3.4.2 End Phase: The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have: an "LF" constraint, a constraint date equal to the completion date for the project, and a zero day duration.

2.3.4.3 Phase X: The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X:" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

2.3.5 Default Progress Data Disallowed: Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in progress or completed activity and failure to insure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes.

2.3.6 Out-of-Sequence Progress: Activities that have posted progress without predecessors being completed (Out-of-Sequence Progress) shall be allowed only by the case-by-case approval of the Contracting Officer. The Contracting Officer may direct that changes in schedule logic be made to correct any or all out-of-sequence work. The contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

2.3.7 Negative Lags: Lag durations contained in the project schedule shall not have a negative value.

2.3.8 Activity Logic: All activities, except for project start and finish, shall have at least one predecessor and one successor.

2.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

2.4.1 Proposal Schedule: Concurrent with the submittal of the Contractor's proposal, the Contractor shall submit a Proposal schedule which shall include the following:

- a. Planned durations for Engineering, Procurement, Construction and Commissioning which demonstrates the Contractors plan to complete the Project(s) within the allotted time.
- b. A total manpower curve shall be submitted with this schedule which illustrates the Contractors plan for staffing the Project(s)
- c. All activities listed shall give a clear indication that the Offeror has a good understanding of the scope of work and his methods/work sequence to perform the work. The schedule should also indicate the critical path activities and approximate float in other activities.

2.4.2 Preliminary Project Schedule Submission: Within 7 calendar days after the award of the contract, the Contractor shall submit for the review and acceptance a Preliminary Schedule by Project. The Preliminary Schedule shall include the following:

- a. Detailed proposed pre-construction, engineering and procurement activities to be accomplished in the first ninety (90) calendar days of the Contract. Activities shall include mobilization, key shop drawings and sample submittals and the fabrication and delivery of key and long-lead procurement elements and indicate intended submittal dates and realistic delivery dates for fabrication and delivery activities. Procurement activities shall later be incorporated into the CPM Schedule including all requested revisions.

- b. Detailed proposed Construction Activities to be accomplished during the first ninety (90) calendar days of the Contract. Activity durations shall be in units of whole working days. The majority of the activities shall be limited to a maximum of fifteen (15) working days. Activities longer than 15 days duration shall be structured for verifiable and quantifiable progress measurement. Construction activities shall later be incorporated into the CPM Schedule including all revisions.
- c. Summary level activities shall be utilized to properly indicate the approach to scheduling the remaining work areas or phases of the work. The work for each phase or area must be represented by at least one summary activity such that they cumulatively indicate the entire Construction Schedule. The duration for each summary activity shall be shown on the Preliminary Schedule.
- d. The Preliminary Schedule shall be formally updated on a weekly and monthly basis while the CPM Schedule is being developed. The contractor shall furnish weekly progress updates activities and milestones listed within the "Activity Table" section of this specification. The monthly updating of the Preliminary Network shall be consistent with the procedures and requirements described in the "Schedule Updating" section of this specification.

2.4.3 Detailed CPM Schedule Submission: Within thirty (30) calendar days after the award of the contract, the Contractor shall submit a CPM Schedule for the Contractor's entire work scope. The CPM Schedule shall conform to the requirements outlined in the "Technical Requirements for Contractor Submitted Schedules" and 3.3.2 in this section. The Contracting Officer will approve or reject with comments the Detailed CPM Schedule within (10) calendar days of submittal. The Contractor shall be notified of any required modifications to the CPM Schedule. The contractor shall have (7) calendar days to re-submit the corrected CPM schedule for review. Agreement by the Contracting Officer and the contractor shall be the basis for the baseline schedule, against which progress and performance shall be measured. Once in place, the Baseline schedule is fixed and is not to be altered without the approval of the Contracting Officer.

2.4.4 Periodic Schedule Updates: Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates (See 3.7 Periodic Reports). These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer, is necessary for verifying the contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

2.4.5 Technical Requirements for Contractor – Preliminary and Detailed Schedules: The Contractor shall consider the following guidelines in the development of the Construction Schedule:

- a. The schedule shall be based on planning "units" where a planning unit equals one calendar day. The schedule shall be based on 6 working days per week.
- b. Contractual Milestone dates shall be established and adhered to by the Contractor. Any change to any the contractual original milestone completion dates shall be in writing and agreed to by the Contracting Officer.
- c. In developing the Schedule, the Contractor shall be responsible for assuring that subcontractor work at all tiers, as well as Contractor's own work, shall be included in the Schedule and coded as such to allow for sorting of work activities by trade contractor.
- d. The Schedule as developed shall show the sequence and interdependence of activities required for complete work performance. The Contractor shall be responsible for assuring all work sequences are logical and that the Schedule shows a coordinated plan for execution of work.
- e. The level of detail of the Contractor's Schedule shall be a function of the complexity of work involved. The total number of activities shall be subject to agreement of the Government. Activities longer than 15 days duration shall be structured for verifiable and quantifiable progress measurement.
- f. Schedule activities shall meet the following criteria:
 - i. Activity descriptions shall be clear and concise. All activities shall be tied into the schedule by logical restraints.
 - ii. Proposed durations assigned to each activity shall be the Contractor's best estimate of time required to complete the activity considering the scope and resources planned for the activity.
 - iii. Responsibility for each activity shall be identified with a single performing organization, typically the Subcontractor name. In addition to responsibility, each activity shall have as a

minimum, codes identifying Levels, Activities ID and WBS as well as other codes as required by the Contractor to manage the Work. Government required codes are identified in “Activity Codes”.

g. For all major equipment and materials fabricated or supplied for this Project (PIF), the network shall show a sequence of activities including:

- i. Preparation of shop drawings and sample submissions.
- ii. Review and comment on Engineering drawings and samples - allow (14) calendar days.
- iii. Fabrication, FAT and delivery.
- iv. Erection or installation.
- v. SAT.

h. For the CPM Schedule submittals, as well as for each Monthly Schedule Update, the Contractor shall submit an electronic file of the Contractor’s Schedule to the Contracting Officer on CD in PRX format. One CD shall be provided to the regional office. The Government reserves the right to request that electronic submittals be submitted via upload to a File Transfer Protocol (FTP) site in addition to submittal on CD. PDF format shall be provided in addition to the PRX for inclusion in the monthly report. The Contractor shall submit accompanying schedule reports and graphics as specified herein.

2.4.6 Schedule Updating: On a weekly and monthly basis, the Contractor shall be available to meet with the Contracting Officer for the purpose of updating the Schedule.

2.4.7 Schedule Modifications: If, as a result of the weekly and/or monthly schedule update agreed to by the Government, it appears the schedule no longer represents the actual execution plan of the work, the Contractor shall revise the schedule to reflect the current plan for the work. As changes to the work are agreed to by the Contracting Officer, the Contractor shall revise its schedule accordingly to reflect the appropriate logic for insertion of the new or changed activities. All changes must be reflected in the monthly schedule update report submission.

2.4.8 Recovery Schedule: When any critical path activity’s anticipated completion date extends 14 calendar days or more beyond the baseline completion date the contractor shall provide written explanation of the slippage and submit a recovery schedule detailing the recovery work required to restore the baseline completion date. The recovery schedule shall be submitted for approval within (5) calendar days of when the slippage was identified, in PRX format, as a fragnet to the Contracting Officer. The Contracting Officer will accept or reject with comments within seven (7) calendar days of submittal. The contractor shall have (5) calendar days to re-submit the corrected CPM schedule for review. Should the Contracting Officer determine it necessary to accelerate the Project (PIF) schedule, the Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including shift work and overtime, as shall be necessary to insure the progress and completion of the work in the specified timeframe and modify the schedule accordingly to reflect the planned execution strategy to accomplish the work.

2.4.9 Standard Activity Coding Dictionary: The Contractor shall use the activity coding structure defined below. This exact structure is mandatory, even if some fields are not used.

2.4.9.1 PROJECT (PIF) Identification Background: Consistent adherence to the established coding convention is required by the Contracting Officer. The contractor shall use three Project (PIF) codes identified herein for organizing, sorting, and filtering schedules and reports. The contractor shall use any of contractor’s standard coding conventions additionally to manage and control the Project (PIF). All parties shall also use the assigned alphanumeric Contract and Project (PIF) numbers as a separate identifier used for sorts.

2.4.9.2 ACTIVITY CODES: The Contractor shall use a standardized network of activities to track Contract and Project (PIF) activities and milestones. Activity codes shall be utilized for quantity reports and various schedule sorts. Contractor shall include the following activities and activity codes in all schedules. Mechanical Completion is defined as: All equipment physically installed, connected and ready to commence pre-commissioning and commissioning activities.

2.4.9.3 ACTIVITY AND MILESTONE TABLE:

Activity ID	Activity Description	Activity Type
3000	PROJECT (PIF) / PROJECT (PIF) Summary	LOE
3900	PCO – Award	Task Dependent
4000	Contract award	Finish Milestone
4100	Engineering	Task Dependent
4101	30% Engineering	Finish Milestone
4102	60% Engineering	Finish Milestone
4103	90% Engineering	Finish Milestone
5560	Property Acquisition	Task Dependent
5300	Procurement	Task Dependent
User Defined	Equipment Milestones for ex Factory Dates, Site Delivery and Installation	Start/Finish Milestones
5000	Pre-Construction Meeting	Start Milestone
5200	Site Mobilization	Task Dependent
5400	GRD On-Site	Start Milestone
5100	Start of Construction	Start Milestone
5500	Construction	Task Dependent
5101	Below Grade Construction	Start Milestone
5102	Above Grade Construction	Start Milestone
5565	Security	LOE
5570	Housing	LOE
5576	Mechanical Completion	Finish Milestone
5580	Commissioning	Task Dependent
5600	Construction Completed	Finish Milestone
9000	Facility O & M / Iraqi Training	Task Dependent
9075	EPSS - Ministry Security	Task Dependent
9100	PROJECT (PIF) Turned Over to Iraqi Ministry	Finish Milestone
5201	Demobilization	Finish Milestone

2.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project. All required data is to be submitted on CD.

2.5.1.1 File Labels: A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

2.5.1.2 File Name: Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will insure that the names of the files

submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

2.5.2 Narrative Report: A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 4 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Contracting Officer, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

2.5.3 Approved Changes Verification: Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity-by-activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

2.5.4 Schedule Reports: The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, and Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in-progress or completed. Each graphical report shall show comparison of each activity's "current" bar with respective bars of Target 1 schedule and Target 2 schedule (where Target 1 schedule is the agreed baseline schedule, and Target 2 schedule is the agreed progress update from the previous reporting period). The relative positions of the bars shall be; current period uppermost, with Target 2 beneath and finally Target 1 the lowest position of the three bars displayed for each activity.

2.5.4.1 Activity Report: A list of all activities sorted according to activity number and then sorted according to Early Start Date. For completed activities the Actual Start Date shall be used as the secondary sort.

2.5.4.2 Logic Report: A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

2.5.4.3 Total Float Report: A list of all incomplete activities sorted in ascending order of total float. Activities, which have the same amount of total float, shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

2.5.4.4 Progress S-Curve Report: A Microsoft Excel file shall be prepared from the agreed baseline schedule showing an s-curve of summary level progress planned to be achieved on a weekly basis throughout the duration of the project, for activities separated by CLIN and overall project progress (a total of 4 reports). The s-curve shall be time-based (see 3.6.3.2) from the data within the agreed baseline CPM schedule and a data table shall be provided. This file shall be updated each week with actual progress achieved up to the current data date (time-based (see 3.6.3.2) from the data within the "current" CPM schedule) and the "actual" s-curve plotted on the same axes as the baseline to enable direct comparison to be made between planned and actual progress curves for each report. The data table provided shall indicate the date and progress value for actual and baseline s-curves. This report shall be provided in PDF and XLS format.

2.5.5 Network Diagram: The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

2.5.5.1 Continuous Flow: Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity or event number, description, duration, and estimated earned value shall be shown on the diagram.

2.5.5.2 Project Milestone Dates: Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

2.5.5.3 Critical Path: The critical path shall be clearly shown.

2.5.5.4 Banding: Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

Section 01010 – List of documents, exhibits, attachments

All drawings can be found on the Internet at <ftp://ftp.usace.army.mil/pub/grs> Go to the folder that is labeled W917BK-07-B-0009 Nasiriyah Prison Phase II. Drawings provided at the above Internet site are for reference purposes only. The contractor will base his design on the Phase I Design Package.

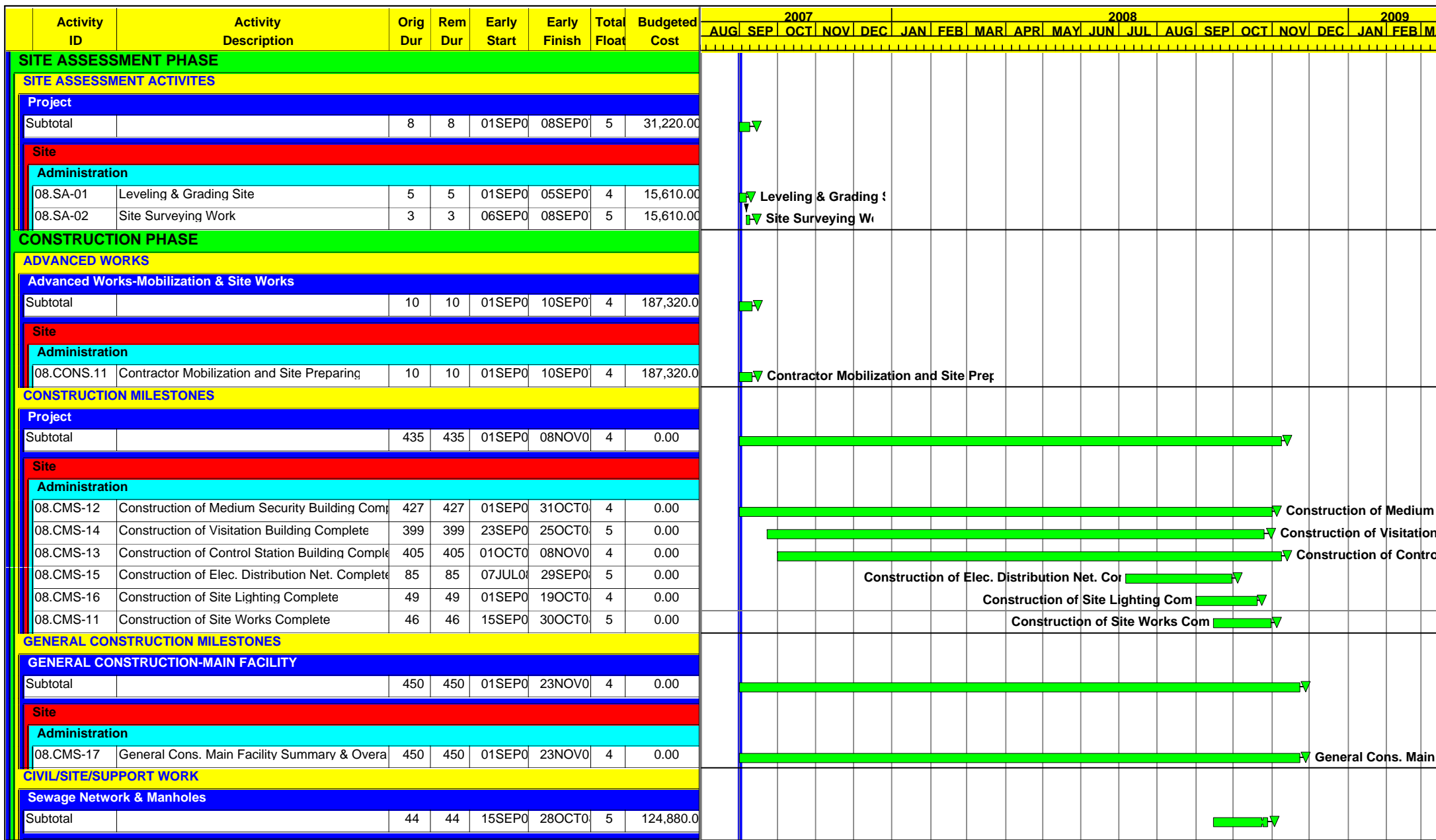
1. Civil/Site/Support Work: Referenced drawings provided are 00.C.02.01.D.4 with (00.CE.00.01.D.1 through 00.CP.01.01.D.3) & 02.A.00.01.D.2.
2. Maximum Security Building: Referenced drawings provided are 06.A.00.01.D.2 through 06.E.08.01.D.2 with 06.M.01.00.D.2 through 06.S.08.07.D.2
3. Control Stations and Site Security Management Building (22): Referenced drawings provided are 22.A.01.01D through 22.E.01.02.D.
4. Visitation Maximum Security Building: Referenced drawings provided are 53.A.00.01D2 through 53.S01.02D2

Note: After double clicking the ftp web site, it may take several seconds before the hour glass appears. Be patient. You may require waiting 3 or 4 minutes for the drawings to download when opening this site.

Appendix 2

Nasariyah Ph II
Detailed Schedule

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008						2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
NASSIRIYAH PRISION FACILITY Phase II																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			



	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
Site	Sub Grade																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					</

Start Date01SEP0

Finish Date01SEP0

Data Date01SEP0

Run Date02AUG07 03

Early Bar

Float Bar

Progress Bar

Critical Activity

PHA2

AL-BARE'A Co.

NASSIRIYAH PRISION FACILITY

Classic Schedule Layout

Sheet 3 of

Date	Revision	Checked	Approved

© Primavera Systems, Inc.

[illegible]

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008						2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
<div></div>	MSBW1GF27	Installing Hi-rib Screen	6	6	03JUN0	08JUN0	5	2,000.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008										2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
	First Floor (Upper Level)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	

Start Date01SEP0

Finish Date01SEP0

Data Date02AUG07 03

Run Date

Early Bar

Float Bar

Progress Bar

Critical Activity

PHA2

AL-BARE'A Co.

NASSIRIYAH PRISION FACILITY

Classic Schedule Layout

Sheet 6 of

Date	Revision	Checked	Approved

© Primavera Systems, Inc.

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	M																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
	08MSW1FF38	Installing Plumbing Fixtures	10	10	30SEP07	09OCT07	10	2,500.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										</

Start Date01SEP0

Finish Date01SEP0

Data Date02AUG07 03:

Run Date

Early Bar

Float Bar

Progress Bar

Critical Activi

PHA2

AL-BARE'A Co.

NASSIRIYAH PRISION FACILITY

Classic Schedule Layout

Sheet 7 of

Date	Revision	Checked	Approved

© Primavera Systems, Inc.

[illegible]

[illegible]

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
	MSBW2FF-15	Supplying Plumbing Fixtures (WB, WC, Tap, Fl.	10	10	14JUL0	23JUL0	5	2,500.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															

[illegible]

[illegible]

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
	MSBW3SR-07	Placing Concrete for Ramp	3	3	29MAR0	31MAR0	7	500.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									

Start Date01SEP0

Finish Date01SEP0

Data Date02AUG07 03

Run Date

Early Bar

Float Bar

Progress Bar

Critical Activity

PHA2

AL-BARE'A Co.

NASSIRIYAH PRISION FACILITY

Classic Schedule Layout

Sheet 13 of

Date	Revision	Checked	Approved

© Primavera Systems, Inc.

[illegible]

[illegible]

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
	MSBW4GF-32	Installing Cell Bars & Security Doors	10	10	20AUG07	29AUG07	10	2,500.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																</

Start Date01SEP07

Finish Date01SEP07

Data Date02AUG07 03

Run Date

■ Early Bar

▼ Float Bar

■ Progress Bar

■ Critical Activity

PHA2

AL-BARE'A Co.

NASSIRIYAH PRISION FACILITY

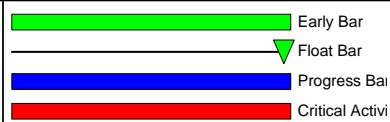
Classic Schedule Layout

Sheet 16 of

Date	Revision	Checked	Approved

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008										2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	M																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
	MSBW4FF-08	Placing Concrete for Roof Slab	13	13	17MAY0	29MAY0	5	60,000.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</

Start Date 01SEP0
Finish Date 01SEP0
Data Date 02AUG07 03
Run Date



PHA2

AL-BARE'A Co.
NASSIRIYAH PRISION FACILITY
Classic Schedule Layout

Sheet 17 of

Date	Revision	Checked	Approved

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
	MSBW4MR-01	Installing Pipes for Connecting Water Supply	15	15	05SEP07	19SEP07	5	11,000.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																</

Start Date01SEP07

Finish Date01SEP07

Data Date01SEP07

Run Date02AUG07 03

Early Bar

Float Bar

Progress Bar

Critical Activity

PHA2

AL-BARE'A Co.

NASSIRIYAH PRISION FACILITY

Classic Schedule Layout

Sheet 18 of

Date	Revision	Checked	Approved

© Primavera Systems, Inc.

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009		
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	M
	MSBW1CC-13	Installing for Doors	10	10	25MAR0	03APR0	5	3,000.00																				
	MSBW1CC-06	Placing Concrete for SOG	10	10	24APR0	03MAY0	5	25,000.00																				
	MSBW1CC-15	Fabricating & Installing Stairs	15	15	01MAY0	15MAY0	4	5,000.00																				
	MSBW1CC-05	Installing Plumbing	15	15	10JUL0	24JUL0	5	2,452.00																				
	MSBW1CC-18	Installing Ceramic Tiles in Toilets	8	8	25JUL0	01AUG0	5	2,000.00																				
	MSBW1CC-19	Fabrecating & Install Security Bars	10	10	10AUG0	19AUG0	5	2,000.00																				
	MSBW1CC-20	Supplying Electrical Fixtures	30	30	25AUG0	23SEP0	5	6,000.00																				
	MSBW1CC-23	Installing Plumbing Fixtures	8	8	20SEP0	27SEP0	5	2,500.00																				
	MSBW1CC-25	Paingting Walls	35	35	28SEP0	01NOV0	5	3,000.00																				
	MSBW1CC-17	Installing Fire Alarm System	10	10	01OCT0	10OCT0	4	1,500.00																				
	MSBW1CC-24	Supplying & Installing Bullet Proof Glass	30	30	02OCT0	31OCT0	10	8,000.00																				
	MSBW1CC-21	Installing Electrical Fixtures	22	22	10OCT0	31OCT0	5	2,000.00																				
	MSBW1CC-26	Painting Floor & Ceiling	30	30	12OCT0	10NOV0	5	3,500.00																				
	MSBW1CC-28	Installing Reception Counter	20	20	12OCT0	31OCT0	5	500.00																				
	MSBW1CC-27	Installing & Comunication Telephone	10	10	15OCT0	24OCT0	5	500.00																				
	MSBW1CC-22	Connecting Sewage with Sewage Network	7	7	20OCT0	26OCT0	5	500.00																				
First Floor (Upper Level)																												
	08MSBCC86	Fabricating for Windows	20	20	10MAR0	29MAR0	5	8,000.00																				
	08MSBCC88	Fabricating for Doors	20	20	10MAR0	29MAR0	5	4,000.00																				
	08MSBCC35	Form & Rebar for Columns	35	35	15MAR0	18APR0	5	13,500.00																				
	08MSBCC36	Placing Concrete for Collumns	18	18	19APR0	06MAY0	5	13,500.00																				
	08MSBCC78	Form & Shoring for Slab	40	40	01MAY0	09JUN0	4	15,000.00																				
	08MSBCC79	Mech. & Elec. Conduits in Slab	10	10	25MAY0	03JUN0	5	8,000.00																				
	08MSBCC85	Commnecation Conduit & Pulling Wires	70	70	25MAY0	02AUG0	5	2,500.00																				
	08MSBCC80	Placing Concrete for Slab	12	12	10JUN0	21JUN0	5	25,000.00																				
	08MSBCC81	Erecting CMU Walls	35	35	22JUN0	26JUL0	5	15,000.00																				
	08MSBCC83	Plastering CMU Walls	25	25	16JUL0	09AUG0	5	3,000.00																				
	08MSBCC87	Installing for Windows	10	10	26JUL0	04AUG0	6	2,000.00																				
	08MSBCC89	Installing for Doors	10	10	26JUL0	04AUG0	6	1,000.00																				
	08MSBCC90	Supplying Electrical Fixtures	30	30	15AUG0	13SEP0	5	4,000.00																				
	08MSBCC92	Supplying Electrical Boards	45	45	25AUG0	08OCT0	5	40,000.00																				
	08MSBCC82	Fabricating & Install Stairs	15	15	01SEP0	15SEP0	4	1,000.00																				
	08MSBCC93	Installing Electrical Boards	30	30	14SEP0	13OCT0	5	5,000.00																				
	08MSBCC95	Painting Walls	35	35	28SEP0	01NOV0	5	2,000.00																				
	08MSBCC84	Installing Fire Alarm System	10	10	01OCT0	10OCT0	4	500.00																				
	08MSBCC94	Supplying & Install Bullet Proof Glass	30	30	02OCT0	31OCT0	5	5,000.00																				
	08MSBCC96	Painting Floor & Ceiling	30	30	07OCT0	05NOV0	5	1,500.00																				

Start Date01SEP0

Finish Date01SEP0

Data Date01SEP0

Run Date02AUG07 03

Early Bar

Float Bar

Progress Bar

Critical Activity

PHA2

AL-BARE'A Co.

NASSIRIYAH PRISION FACILITY

Classic Schedule Layout

Sheet 19 of

Date	Revision	Checked	Approved

© Primavera Systems, Inc.

[illegible]

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008										2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
	Sub Grade																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

Start Date01SEP0

Finish Date01SEP0

Data Date02AUG07 03

Run Date

Early Bar

Float Bar

Progress Bar

Critical Activity

PHA2

AL-BARE'A Co.

NASSIRIYAH PRISION FACILITY

Classic Schedule Layout

Sheet 21 of

Date	Revision	Checked	Approved

© Primavera Systems, Inc.

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
22	22.CS-40	Placing Concrete for Beam, Footing & Pedestal	12	12	04SEP0	15SEP0	10	4,500.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												

© Primavera Systems, Inc.

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009		
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
	08VMS-58	Rough-In Electrical under SOG	8	8	27OCT07	03NOV07	5	3,000.00																				
	08VMS-35	Constructing for Column/Pedestal	10	10	01NOV07	10NOV07	4	3,000.00																				
	On Grade																											
	08VMS-21	Supplying Red Iron	120	120	01OCT07	28JAN08	9	104,000.00																				
	08VMS-23	Form & Rebar for SOG	20	20	11NOV07	30NOV07	5	16,000.00																				
	08VMS-24	Placing Concrete for SOG	12	12	01DEC07	12DEC07	9	34,000.00																				
	08VMS-28	Supplying Building Cladding	30	30	01JAN08	30JAN08	9	80,000.00																				
	08VMS-22	Erecting Red Iron	35	35	01FEB08	06MAR08	9	30,000.00																				
	08VMS-36	Form & Rebar for Tie-Beam	7	7	07MAR08	13MAR08	5	4,000.00																				
	08VMS-37	Placing Concrete for Tie-Beam	7	7	14MAR08	20MAR08	5	6,000.00																				
	08VMS-27	Perimeter Walls	30	30	21MAR08	19APR08	5	22,000.00																				
	08VMS-25	Partition Walls	50	50	01APR08	20MAY08	4	50,400.00																				
	08VMS-33	Fabrecate & Install Grill Doors	35	35	15APR08	19MAY08	10	14,500.00																				
	08VMS-29	Install Building Cladding	35	35	20APR08	24MAY08	5	20,000.00																				
	08VMS-32	Fabricating & Installing Window & Doors	35	35	20APR08	24MAY08	5	6,000.00																				
	08VMS-30	Rough-In Plumbing	15	15	21MAY08	04JUN08	5	5,000.00																				
	08VMS-87	Plastering CMU Walls	30	30	21MAY08	19JUN08	5	18,000.00																				
	08VMS-31	Placing Concrete for Tables	15	15	25MAY08	08JUN08	5	8,000.00																				
	08VMS-34	Fabricating Ducts	23	23	01JUN08	23JUN08	4	14,000.00																				
	08VMS-90	Installing Wall Tiles	15	15	20JUN08	04JUL08	5	6,000.00																				
	08VMS-93	Pulling Wires	20	20	20JUN08	09JUL08	5	18,000.00																				
	08VMS-60	Installing Ducts	20	20	24JUN08	13JUL08	5	8,000.00																				
	08VMS-61	Supplying HVAC Equipment	45	45	01JUL08	14AUG08	2	20,000.00																				
	08VMS-99	Supplying & Installing Plumbing Fixtures	10	10	05JUL08	14JUL08	5	22,000.00																				
	08VMS-85	Fabricating & Installing Security Bars	20	20	15JUL08	03AUG08	5	5,000.00																				
	08VMS-95	Installing Floor Tiles	5	5	15JUL08	19JUL08	5	2,400.00																				
	08VMS-86	Fabricating & Installing Mesh Wire Partition	25	25	20JUL08	13AUG08	5	20,000.00																				
	08VMS-96	Installing Skirting	15	15	25JUL08	08AUG08	5	4,100.00																				
	08VMS.01	Testing Flush & Plumbing	8	8	01AUG08	08AUG08	2	1,000.00																				
	08VMS-91	Supplying & Install Suspended Ceiling, Diffusers	30	30	14AUG08	12SEP08	10	18,000.00																				
	08VMS-84	Installing HVAC Equipment & Exhaust Fan	15	15	15AUG08	29AUG08	2	4,500.00																				
	08VMS.00	Supplying & Install Glass	30	30	15AUG08	13SEP08	5	4,000.00																				
	08VMS.05	Painting Walls & Floor	30	30	15AUG08	13SEP08	10	36,000.00																				
	08VMS.02	Supplying & Install Electrical Fixtures	30	30	01SEP08	30SEP08	4	18,000.00																				
	08VMS-88	Supplying Lighting & Boards	15	15	05SEP08	19SEP08	5	40,000.00																				
	08VMS-89	Installing Fire System Devices & Circuits	10	10	15SEP08	24SEP08	2	2,000.00																				
	08VMS-94	Installing & Terminating Panels	10	10	20SEP08	29SEP08	5	4,000.00																				

Start Date	01SEP08	Early Bar	PHA2	Sheet 23 of	Date	Revision	Checked	Approved
Finish Date		Float Bar						
Data Date	01SEP08							
Run Date	02AUG07 03	Progress Bar						
		Critical Activity						
© Primavera Systems, Inc.				AL-BARE'A Co.				
				NASSIRIYAH PRISION FACILITY				
				Classic Schedule Layout				

	Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Total Float	Budgeted Cost	2007					2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
									AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	M																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
	08VMS-03	Connecting Electrical Cable	8	8	20SEP0	27SEP0	5	2,000.00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

© Primavera Systems, Inc.

Appendix 3

Narasiyah Ph II
Miscellaneous
Procedures

Support Agreement
For
Nasariyah Phase II

1. Procedures for coordinating with the representatives of Iraq and of the USG in Iraq.
 - US Army Corps of Engineers (USACE), Gulf Region South (GRS) will be responsible for all onsite coordination with the MoJ for issues involving day-day project management. For matters involving higher authorities, USACE Gulf Region Division (GRD) will work the International Narcotics and Law Enforcement (INL) to ensure effective communications between INL and the Iraq Ministry of Justice (MoJ).
2. Identification of types of contracts to be used:
 - Firm fixed price
3. Identification of which party is to be responsible for government furnished equipment, contract administration, records maintenance, and contract audits.
 - GRS will be responsible for providing any government furnished equipment to the contractor utilizing funds provided by INL. Contract administration, records maintenance and contract audits will be performed by GRS.
4. Procedures for amending or modifying the SA.
 - Any amendments or modifications to this SA will be done between GRD and INL. In the event that GRS identifies any changes required to any of the agreements contained in this SA, GRD will be notified and all parties will agree to the scope of the change and amend/modify the SA as appropriate.

Appendix 4

Nasariyah Ph II
Reporting

Monthly GRS Reporting and Coordination Requirements

1. Overall project Status
2. Percent completion, description of work done and itemization of funds expended in the following categories: Since this is a FFP contract % complete will be based on actual work performed per schedule and funds will reported as expended once the contractor submits invoices for payment.
3. Project Monthly Expenditure plan : Same as 2. above
4. Budget Plan: No budget plan as this is FFP contract
5. Funds Committed, obligated, accrued, invoiced, and expended in the IPAC system.
6. Remaining unobligated balance of funds
7. Projected funding needed for completion : FFP contract. Unless there is a coordinated and agreed upon work scope change, funding needed will equal contract price.
8. List of materials supplies ordered, delivered and installed.
9. List of change orders and design changes/modifications including completion dates and justifications for the changes.
10. Copies of all independent laboratory materials test results
11. Documentation of all on site material substitutes to prove that the substitution was of equal quality as the original material.
12. A summary of critical issues or challenges
13. A Plan of action to address challenges or issues
14. An assessment of current, short term and long term security conditions
Photographs of the completed work
15. Copies of all signed contracts within 90 days of signing: complete
16. Meetings as required and coordinated between INL and GRS
17. Site Visits as required with COR and USACE Reps
18. Within 90 days of completion of work under a SA USACE will conduct a final accounting to determine actual costs of work. Within 30 days of this accounting USACE will return any excess funds or INL will provide additional funds as specified in the IAA
19. INL must be notified at least two weeks in advance of any activities initiated under the IAA.

Appendix 5

Nasariyah Ph II
Statement of Work
(SOW)

STATEMENT OF WORK

1.0 INTRODUCTION

1.1 **BACKGROUND:** This project is a firm fixed price, design-build contract to design and construct Phase II of the Nasiriyah Correctional Facility in the Thi-Qar Governorate, Nasiriyah District of Iraq. Construction must meet current International and Iraqi building codes and standards. Preliminary designs have been completed under a separate contract and will be provided as part of this solicitation.

1.2 **PROJECT LOCATION:** This project is located in the Thi-Qar Governorate, Nasiriyah District of Iraq. The MGRS grid location is 38RPV1136429533. The geodetic location N 30° 59.647' E 046° 09.985'. The entire site is approximately 104,800 square meters.

1.3 **OBJECTIVE:** This project is to design and construct Phase II of the maximum/ medium security prison facility located in the central region of Iraq. Phase II will consist of an additional medium security building, accompanying visitation building, and all appropriate security structures, site work, and utility connections. The overall objective of this project is to increase the overall bed count of the Iraqi Corrections Service for the Ministry of Justice through the construction of additional structures.

1.4 **SITE VISIT:** The contractor shall visit the site prior to finalizing his price, and their proposal will be deemed to include all the work required to perform the design and construction of Phase II. Access to the site is available upon request.

2.0 SCOPE OF WORK:

2.1 **SCOPE:** The contractor shall be responsible for all work covered by this statement of work including but not limited to furnishing all labor, equipment, materials, security, housing, travel, testing, inspections, and permits required to design, construct, inspect, quality control, and supervise as specified in this scope of work. Specific tasks in this project include: site preparation, construction, procurement, installation, testing, and commissioning of a new maximum security unit, visitation building, and appropriate security structures complete with all furniture, fixtures, equipment, and buildings, ready for sustained operation

In addition, all work performed shall conform to the Iraqi General Conditions for Contracting where it does not conflict with US Federal Acquisition Regulations.

2.2 **GENERAL:** All equipment and finishes shall comply with Iraqi building codes and in accordance with the final designs and submittals. All equipment and systems in the facilities that require certification for operation (boilers, chillers, fire protection, sewer and water treatment, etc) shall be certified under this contract.

2.3 **EXISTING SITE CONDITIONS:** Work on Phase I is partially complete. This status is for reference only. The contractor is to verify the current design drawings and submit a proposal to design and build Phase II of construction while construction of Phase I is on-going.

2.4 **CURRENT WORK ON SITE:** Work is currently ongoing at the Nasiriyah Site for Phase I. Construction of Phase II will be concurrent with the current work on site.

2.5 **WORK TO BE COMPLETED UNDER THIS SCOPE OF WORK:** Contractor is to design and construct Phase II at Nasiriyah Correctional Facility. Phase II is currently designed for an additional 400 beds and must include all support facilities required to operate the additional structure. It shall be the Contractor's responsibility to survey the work in place, review the design of Phase II, and determine what shall be required to accomplish the additional construction at the Correctional Facility while work is on-going with Phase I. Below is a list of items that are to be considered under this contract:

- Civil/Site Work
- Medium Security Building (design as Bldg. 06/1, 06/2)

- Visitation Medium Security Buildings (design as Bldg. 53/1, 53/2)
- Control Station and Site Security Management (design as Bldg. 22)
- Internal road network and hard standings to support all facilities
- Main access road to site entry at sally port
- External and internal perimeter security roads
- Fire hydrant system linked to potable water distribution system to serve buildings
- HV site distribution system and LV connections to individual buildings for Phase II construction.
- General site lighting associated with Buildings
- Service and Support Areas

2.6 Prior to starting work, the contractor shall submit for approval to the USACE the following documents:

1. Project Schedule
2. Contractor's Safety Plan
3. Contractor's Quality Control Plan.
4. Contractor's Commission Plan

2.7 This project will involve the connection to (and if necessary expansion of) Phase I's water and sewer delivery, disposal and storage systems needed to insure the health and hygiene of the prisoners and staff assigned to this prison.

2.8 This project will involve the connection (and if necessary expansion of) Phase I's primary and backup power systems sufficient to maintain security operations at the prison.

2.9 This project will involve the construction of security structures necessary to ensure the containment of the prisoner population and prevent a compromise of the security envelope by external and internal threats.

2.10 Unless specified otherwise, all bathrooms and washing facilities shall be constructed to conform to Iraqi customs and Eastern style designs.

2.11 Prisoner Housing Unit Dimensions: The housing unit (s) shall be of sufficient dimensions to provide each prisoner with 25 square feet of personal living/sleeping space, plus common areas hallways, toilets and showers and sally ports.

2.12 Prisoner Cell Dimensions: All cells shall conform to the specifications being used to construct Phase I, but shall not provide for less than 25 square feet per prisoner.

2.13 Support Building Requirements: This project shall include the construction of a visitation building of sufficient dimensions and security level to allow the prisoners access to regular visitation.

3.0 COMMISSIONING, SYSTEMIZATION, START-UP

3.1 The Nasiriyah Correctional Facility: The Nasiriyah Correctional Facility is an important part of the effort to rebuild the Iraqi Justice system. Completion of the project will be a high priority. Turnover and testing will be performed as soon as possible due to the immediate need for the facility. Thirty days prior to the anticipated date for Final Acceptance, the CONTRACTOR will notify the USACE COR and Resident Engineer of intent to closeout.

3.2 Commissioning and Training Plan: The contractor shall prepare a commissioning and training plan and submit it to USACE COR for approval. Where training is required, the contractor shall arrange for technical training from the system manufacture for up to ten (10) personnel. Commissioning and training shall be conducted prior to final acceptance of the project and final payment. The commissioning and training plan shall include, but is not limited to, commissioning of, and training on, the following systems:

- a. Heating, ventilating and air conditioning systems
- b. Special systems, including, but not limited to, fire detection and alarm system.
- c. Packaged wastewater Treatment Plant
- d. Packaged water Treatment Plant
- e. Electrical Power Generation Plant
- f. Lighting Systems

4.0 SUBMITTALS:

4.1 DESIGN DRAWINGS: The contractor shall submit three (3) sets of reproducible design drawings to the USACE Project Engineer/ COR at the 30%, 60%, and 90% design stages. The drawings shall show the overall site and work to be completed under this contract.

4.2 AS-BUILT DRAWINGS: Upon completion of the contract work, the contractor shall provide three (3) sets of reproducible "As-Built" condition drawings. The drawings shall show the overall site, work completed under this contract. As-Built drawings shall be submitted to the USACE Project Engineer/ COR.

4.3 OPERATION AND MAINTENANCE (O & M) MANUALS: The contractor shall furnish minimum of three (3) sets of O&M manuals on each system to the Contracting Officer. Manuals shall contain manufacturer's full name, address and telephone numbers.

4.4 RECORDS: The contractor shall maintain all records and files as required to satisfy warranty options.

4.5 SPECIAL TOOLS: At contract completion, the contractor shall turn over all inventoried tools and spares.

4.5. TAKING OVER CERTIFICATE: A Taking-Over Certificate shall be issued by USACE-GRS upon completion of the following tasks:

- a. Final inspection of completed facility by designated representative of USACE-GRS and USACE Resident Engineer.
- b. Completion and resolution of all punch list items.
- c. Delivery and acceptance of final as-built drawings and Operation and Maintenance Manuals.

5.0 SPECIAL REQUIREMENTS:

5.1 Contracting Officers' Representative: The Contractor shall provide access to the site at all times to permit the Contracting Officer's Representative (CoR) and RESIDENT ENGINEER staff to perform Quality Assurance and to monitor on site progress.

5.2 ENGLISH SPEAKING REPRESENTATIVE: The Contractor shall provide an English-speaking representative on-site full-time (24-hours per day, 7-days per week) with the authority to make all decisions on behalf of the Contractor. In addition, each Subcontractor shall provide for each trade a foreman/supervisor for each crew of workers and an overall site supervisor for each building.

5.2.1 GATE REPRESENTATIVE: The Contractor shall provide at least one English-speaking representative at the entrance of the facility to check workers in, 7-days per week, and maintain a logbook with the name and company of all workers.

5.3 SITE SECURITY: The Contractor shall be responsible for on-site security as necessary to their portion of the site to ensure no un-authorized access occurs. Any damage to facilities or infrastructure, which happens due to a lack of security, shall be the responsibility of the Contractor to correct. The Contractor shall be responsible for providing Site Security Teams (SST's) to provide, at a minimum the following services:

1 Project Site Protection

- 2 Body Searches
- 3 Vehicle Searches
- 4 Static Site Security
- 5 Report Writing: SST team leader only
- 6 Security Patrols of the designated Work Site
- 7 Escort for Contractor personnel and site construction equipment and supply deliveries sufficient to prevent theft, hijacking or kidnapping; and
- 8 Other reasonable tasking as directed by the project security manager

5.4 **REPORTS:** The Contractor shall complete a daily report for each day work activities occurred on the site. This report shall provide a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. This report shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. This report shall be furnished to the USACE Project Engineer/ COR daily within 24 hours after the date covered by the report. All calendar days shall be accounted for throughout the life of the contract. Daily reports shall be signed and dated by an authorized representative of the Contractor. Information in the daily report shall include, but is not limited to, the following:

- a. On-site personnel types and quantities
- b. Major equipment types and quantities
- c. Brief description of the work performed by area and activity
- d. Major material delivered to site
- e. Problems and concerns, if any
- f. Any other information required by USACE

5.5 **SOLID WASTE DISPOSAL:** All solid/liquid waste, including debris from the site and/or refuse generated during performance of this contract, shall be disposed of off-site. The Contractor shall provide and equip dumpsters with a secure cover and paint the standard base color. The Contractor shall keep cover closed at all times, except when being loaded with trash and debris. No burning or burying of solid waste shall be allowed on-site. Each Contractor or Subcontractor shall provide a centrally located container for the debris and/or refuse of each building. Debris and refuse shall be picked up from within the buildings and around the site daily and placed into the containers. Containers shall be emptied, with disposal off-site.

5.6 **CONTRACTOR EMPLOYEE HOUSING:** The Contractor shall be responsible for providing housing for all employees which require such services. The Contractor may construct temporary housing and support facilities for their employees. Only employees working on this project shall occupy this area. The Contractor shall be responsible for maintaining this area in a clear orderly manner. The Contractor shall be fully responsible for all plant and materials needed to constructed and maintain this area. No workers shall be allowed to stay within the building they are working on; they must stay in the designated area.

5.6.1 **CONTRACTOR EMPLOYEE FACILITIES:** Each Contractor or Subcontractor shall provide portable toilets, which shall be used by their workers for the entire length of construction. Portable toilets shall be placed within easy access to the work area. The contractor is responsible to have the portable toilets emptied and cleaned on a schedule as approved by the Contracting Officer's Representative.

5.7 **MOBILIZATION AREA:** A mobilization area shall be provided for the Contractor's use. This area shall be used for equipment, staging, and office areas. The housing and mobilization area shall be completely and thoroughly restored upon completion of construction.

5.8 **GRS PROJECT ENGINEER OFFICE SPACE:** The Contractor shall be responsible for providing and maintaining the office space for the GRS Project Engineer's Staff. The Contractor shall be responsible for maintaining this area in a clear orderly manner. The Contractor shall be fully responsible for all plant and materials needed to maintain this area.

5.8.1 **RESIDENT/PROJECT ENGINEER STAFF FACILITIES:** The Contractor shall provide four (4) toilets, and sinks for the exclusive use of the Project Forces. The Contractor shall be responsible for providing continuous electrical power and potable water throughout the duration of the contract. These facilities shall be separate from the Contractor's employees' facilities.

5.9 **CONSTRUCTION WORK SITE SECURITY FENCING:** The Contractor shall be responsible for providing a fence around work sites with signs specifying off limit areas to trainees and likewise workers shall not be allowed to travel outside this perimeter except moving to and from the site, which shall be limited to the asphalt road leading from the main gate. The Contracting Officers' Representative (CoR) will approve roads and haul routes to be used by the contractor.

5.10 **CONTRACTOR SPECIALIZE QUALITY CONTROL ENGINEERING STAFF:** The Contractor shall provide the services of a qualified structural, electrical, water resource / environmental, mechanical, and construction management engineer to oversee the Quality Control Program. The Quality Control Program shall address the use of Specialized Inspection services within the Three Phase Quality Control Program for each Definable Feature Work on each pod the Contractor shall be responsible for. A least one of the Quality Control Engineers shall be on-site at all times to conduct Quality Control of the project in accordance with the approved Quality Control Plan.

5.11 **CONTRACTOR BULK FUEL STORAGE:** The Contractor shall be responsible for providing a bulk fuel storage and issue point on-site. Storage shall exceed 2-3 days worth of use. Neither the INL nor the US Army will provide fuel for Contractor's Equipment.

5.12 **CONTRACTOR AS-BUILT DRAWINGS:** At the completion of this contract, the Contractor shall provide as-built drawings depicting the building and pod footprint to include all new electrical and plumbing/mechanical systems, as well as all known utility services on site. In addition, the Contractor shall provide Operation and Maintenance Manuals comprised of manufacturer's information (in English), including any warranties, at the completion of this contract.

5.13 **CONTRACTOR QUALITY CONTROL:** The Contractor shall establish and enforce a Quality Control program. This program shall enforce standards on both materials and workmanship as established by the design engineers and architects. The Contractor shall have at least one employee assigned to Quality Control full time. Quality control shall be the only responsibility of this employee.

5.14 **MATERIAL QUALITY:** All materials used on this project shall be of commercial grade or higher according to Iraqi Building Codes. Any materials found to be of low or questionable quality shall be rejected by the GRS RESIDENT/PROJECT ENGINEER or GRS QUALITY ASSURANCE REP. Acceptance of the materials will be by the RESIDENT/PROJECT ENGINEER.

5.15 **SUBMISSIONS AND ACCEPTANCE:** Submissions and acceptance of all required items with the appropriate manufacturer's information (in English) shall be accomplished before installation.

6.0 **EXECUTION PHASING:** Execution phasing shall be as follows:

6.1 **TIMING:** Temporary measures shall be used by the Contractor to ensure service. Examples include using trucked sources of drinking (potable) water in the event the water plant is not operational. All work around or temporary measures shall be submitted and approved one week before the required execution date. All work around measures shall be completed and removed before project close out.

6.2 **BILL OF QUANTITIES LINE ITEMS:** All Line Items shall commence work with the Notice to Proceed, issued by the Contracting Officer.

6.3 **LINE ITEM COMPLETION:** Schedule for completion of each Line Item shall be done by Contractor and submitted to the GRS PROJECT ENGINEER.

7.0 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.

7.1 SPECIFICATIONS AND DRAWINGS: The Contractor shall keep on the work site a copy of the drawings and specifications (the written description of the work) and shall at all times give the Contracting Officer's Representative access thereto. Anything mentioned in the specifications and not in the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. If case of difference in the figures between the drawings or in the specifications, the matter shall be promptly submitted to the Contractor's licensed designer of record and copied to the Government for informational purposes. The determination shall be submitted to the Government before any work shall be performed. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

8.0 MATERIALS

8.1 MATERIAL SUBMITTAL: All materials shall be submitted and approved by the USACE Project Engineer/ COR prior to their use. Failure to obtain approval prior to use that causes additional work and/or materials shall be replaced and/or redone at the Contractor expense.

C.2 PROJECT SCHEDULE - CONSTRUCTION

1.0 GENERAL

Proposal Schedule: The proposal schedule shall be included as part of the contractor's proposal and developed in accordance with the Scheduling Procedure.

Preliminary CPM Schedule: The contractor shall be required to submit a Preliminary schedule no later than 7 days from the award date.

Detailed Project (PIF) CPM Schedule: The contractor shall submit a Detailed Schedule for the contractor's engineering, procurement, construction and commissioning work scope within 30 days of contract award.

Document Control Plan: The contractor shall be required to utilize a document control system commensurate with industry standards. The contractor shall be prepared to demonstrate the document control system to the Government if requested.

1.1 SUBMITTALS

Government approval shall be required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted:

SD-07 Schedules

- a. Preliminary Project Schedule
- b. Detailed Project Schedule
- c. Periodic Schedule Updates

SD-08 Statements

- a. Qualifications
- b. Documentation showing qualifications of personnel preparing schedule reports.

SD-09 Reports

- a. Narrative Report
- b. Schedule Reports

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports. This person shall have previously created and reviewed computerized schedules. Qualifications of this individual shall be submitted to the Contracting Officer for review with the Preliminary Project Schedule submission.

2.0 EXECUTION

2.1 GENERAL

A Project Schedule as described below shall be prepared. The Contractor shall be responsible for scheduling of all design, procurement and construction activities. Contractor management personnel shall actively participate in its development. Designers, subcontractors and suppliers working on the project should also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to:

- a. Assure adequate planning, scheduling, and reporting during execution of the pre-construction, engineering, procurement, construction, commissioning and close-out related activities so they shall be prosecuted in an orderly and expeditious manner, within the contract time and the milestones stipulated by the contract;
- b. Assure coordination of the work of the Contractor and the various subcontractors and suppliers at all tiers;
- c. Assist in the evaluation of the Contractor's performance as it relates to time;
- d. Assist in monitoring the progress of the work and evaluating proposed changes to the contract and the construction schedule; and,
- e. Assist in detecting problems for the purpose of taking corrective action and to provide a mechanism or tool for determining and monitoring such corrective actions.
- f. Provide the basis of all progress payments.

2.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Payment for all CLINs shall be based on progress completed. Lack of an approved schedule or scheduling personnel shall result in an inability of the Contracting Officer to approve Contractor progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, then the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

NOTE: Engineered Equipment - 90% of the value of engineered equipment will be paid upon delivery of said equipment to site if the Contractor's approved schedule of prices includes the value of that equipment as a separate item. The remainder will be paid following successful commissioning. No payment for engineered equipment will be made prior to delivery.

2.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be Primavera Project Planner version 3.1. All work under this Contract shall be planned, scheduled, executed and reported using this software. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. The use of other computer software or manual methods to produce any required information shall require prior approval by the Contracting Officer.

2.3.1 Use of the Critical Path Method: The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in either the Precedence Diagram Method (PDM) or the Arrow Diagram Method (ADM).

2.3.1.1 Contractor Scheduler: The Contractor shall employ the services of at least one person fully qualified and with a minimum of 5 years experience in critical path scheduling on project of similar size, scope and complexity for the duration of the Contract.

2.3.2 Level of Detail Required: With the exception of the initial and preliminary schedule submission, the Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule.

2.3.2.1 Activity Durations: Contractor submissions shall be required to follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods. A rule of thumb, that the Contractor should use, is that less than 2 percent of all non-procurement activities' original durations shall be greater than 15 days.

2.3.2.2 Design and Permit Activities: The Contractor shall integrate design and permitting activities, including necessary conferences and follow-up actions and design package submission dates into the schedule.

2.3.2.3 Procurement Activities: Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, delivery, and installation.

2.3.2.4 Required Milestones and Activities: The following milestones and activities shall be listed as separate line items on the Contractor's project schedule:

- Submission and approval of mechanical/electrical layout drawings.
- Submission and approval of O & M manuals.
- Submission and approval of as-built drawings.
- Performance Verification testing.
- Other systems testing, if required.
- Pre-final inspection.
- Correction of punch list from pre-final inspection
- Final inspection.
- Mobilization milestone
- Construction Start milestone
- Construction Complete milestone
- Pre-commissioning start milestone
- Pre-commissioning finish milestone
- Commissioning start milestone
- Commissioning finish milestone
- Demobilization milestone
- Turn over to the Ministry milestone

2.3.2.5 Government Activities: Government and other agencies activities that could impact progress shall be shown. These activities include, but are not limited to: design reviews, submittal reviews, and environmental permit approvals by State regulators, inspections, utility tie-in, Government Furnished Equipment (GFE) and contract award for phasing requirements.

2.3.2.6 Workers per Day: All activities shall have an estimate of the average number of workers per day that are expected to be used during the execution of the activity. If no workers are required for an activity, in the case of activities related to procurement, for example, then the activity shall be identified as using zero workers per day. The Workers Per-Day Code shall identify the workers-per day information for each activity.

2.3.2.7 Responsibility: The party responsible to perform the work shall identify all activities in the project schedule. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or

government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

2.3.2.8 Work Areas: All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

2.3.2.9 Modification or Claim Number: Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modification.

2.3.2.10 Bid Item: All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

2.3.2.11 Phase of Work: All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not be allowed to contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

2.3.2.12 Category of Work: All activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited to, the procurement chain of activities including such items as submittals, design, design packages submission, design reviews, review conferences, permits, submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

2.3.2.13 Feature of Work: All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

2.3.3 Scheduled Project Completion: The schedule interval shall extend from contract award to the contract completion date.

2.3.3.1 Project Start Date: The schedule shall start no earlier than the date that the contract was awarded. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have: an "ES" constraint, a constraint date equal to the date that the contract was awarded, and a zero day duration.

2.3.3.2 Constraint of Last Activity: Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity call "End Project". The "End Project" activity shall have: a "LF" constraint, a constraint date equal to the completion date for the project, and a zero day duration.

2.3.3.3 Early Project Completion: In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer to evaluate the Contractor's ability to actually complete prior to the contract period.

2.3.4 Interim Completion Dates: Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

2.3.4.1 Start Phase: The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have: an "ES" constraint, a constraint dates equal to the date that the contract award was acknowledged, and a zero day duration.

2.3.4.2 End Phase: The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have: an "LF" constraint, a constraint date equal to the completion date for the project, and a zero day duration.

2.3.4.3 Phase X: The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X:" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

2.3.5 Default Progress Data Disallowed: Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in progress or completed activity and failure to insure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes.

2.3.6 Out-of-Sequence Progress: Activities that have posted progress without predecessors being completed (Out-of-Sequence Progress) shall be allowed only by the case-by-case approval of the Contracting Officer. The Contracting Officer may direct that changes in schedule logic be made to correct any or all out-of-sequence work. The contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

2.3.7 Negative Lags: Lag durations contained in the project schedule shall not have a negative value.

2.3.8 Activity Logic: All activities, except for project start and finish, shall have at least one predecessor and one successor.

2.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

2.4.1 Proposal Schedule: Concurrent with the submittal of the Contractor's proposal, the Contractor shall submit a Proposal schedule which shall include the following:

- a. Planned durations for Engineering, Procurement, Construction and Commissioning which demonstrates the Contractors plan to complete the Project(s) within the allotted time.
- b. A total manpower curve shall be submitted with this schedule which illustrates the Contractors plan for staffing the Project(s)
- c. All activities listed shall give a clear indication that the Offeror has a good understanding of the scope of work and his methods/work sequence to perform the work. The schedule should also indicate the critical path activities and approximate float in other activities.

2.4.2 Preliminary Project Schedule Submission: Within 7 calendar days after the award of the contract, the Contractor shall submit for the review and acceptance a Preliminary Schedule by Project. The Preliminary Schedule shall include the following:

- a. Detailed proposed pre-construction, engineering and procurement activities to be accomplished in the first ninety (90) calendar days of the Contract. Activities shall include mobilization, key shop drawings and sample submittals and the fabrication and delivery of key and long-lead procurement elements and indicate intended submittal dates and realistic delivery dates for fabrication and delivery activities. Procurement activities shall later be incorporated into the CPM Schedule including all requested revisions.

- b. Detailed proposed Construction Activities to be accomplished during the first ninety (90) calendar days of the Contract. Activity durations shall be in units of whole working days. The majority of the activities shall be limited to a maximum of fifteen (15) working days. Activities longer than 15 days duration shall be structured for verifiable and quantifiable progress measurement. Construction activities shall later be incorporated into the CPM Schedule including all revisions.
- c. Summary level activities shall be utilized to properly indicate the approach to scheduling the remaining work areas or phases of the work. The work for each phase or area must be represented by at least one summary activity such that they cumulatively indicate the entire Construction Schedule. The duration for each summary activity shall be shown on the Preliminary Schedule.
- d. The Preliminary Schedule shall be formally updated on a weekly and monthly basis while the CPM Schedule is being developed. The contractor shall furnish weekly progress updates activities and milestones listed within the "Activity Table" section of this specification. The monthly updating of the Preliminary Network shall be consistent with the procedures and requirements described in the "Schedule Updating" section of this specification.

2.4.3 Detailed CPM Schedule Submission: Within thirty (30) calendar days after the award of the contract, the Contractor shall submit a CPM Schedule for the Contractor's entire work scope. The CPM Schedule shall conform to the requirements outlined in the "Technical Requirements for Contractor Submitted Schedules" and 3.3.2 in this section. The Contracting Officer will approve or reject with comments the Detailed CPM Schedule within (10) calendar days of submittal. The Contractor shall be notified of any required modifications to the CPM Schedule. The contractor shall have (7) calendar days to re-submit the corrected CPM schedule for review. Agreement by the Contracting Officer and the contractor shall be the basis for the baseline schedule, against which progress and performance shall be measured. Once in place, the Baseline schedule is fixed and is not to be altered without the approval of the Contracting Officer.

2.4.4 Periodic Schedule Updates: Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates (See 3.7 Periodic Reports). These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer, is necessary for verifying the contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

2.4.5 Technical Requirements for Contractor – Preliminary and Detailed Schedules: The Contractor shall consider the following guidelines in the development of the Construction Schedule:

- a. The schedule shall be based on planning "units" where a planning unit equals one calendar day. The schedule shall be based on 6 working days per week.
- b. Contractual Milestone dates shall be established and adhered to by the Contractor. Any change to any the contractual original milestone completion dates shall be in writing and agreed to by the Contracting Officer.
- c. In developing the Schedule, the Contractor shall be responsible for assuring that subcontractor work at all tiers, as well as Contractor's own work, shall be included in the Schedule and coded as such to allow for sorting of work activities by trade contractor.
- d. The Schedule as developed shall show the sequence and interdependence of activities required for complete work performance. The Contractor shall be responsible for assuring all work sequences are logical and that the Schedule shows a coordinated plan for execution of work.
- e. The level of detail of the Contractor's Schedule shall be a function of the complexity of work involved. The total number of activities shall be subject to agreement of the Government. Activities longer than 15 days duration shall be structured for verifiable and quantifiable progress measurement.
- f. Schedule activities shall meet the following criteria:
 - i. Activity descriptions shall be clear and concise. All activities shall be tied into the schedule by logical restraints.
 - ii. Proposed durations assigned to each activity shall be the Contractor's best estimate of time required to complete the activity considering the scope and resources planned for the activity.
 - iii. Responsibility for each activity shall be identified with a single performing organization, typically the Subcontractor name. In addition to responsibility, each activity shall have as a

minimum, codes identifying Levels, Activities ID and WBS as well as other codes as required by the Contractor to manage the Work. Government required codes are identified in “Activity Codes”.

g. For all major equipment and materials fabricated or supplied for this Project (PIF), the network shall show a sequence of activities including:

- i. Preparation of shop drawings and sample submissions.
- ii. Review and comment on Engineering drawings and samples - allow (14) calendar days.
- iii. Fabrication, FAT and delivery.
- iv. Erection or installation.
- v. SAT.

h. For the CPM Schedule submittals, as well as for each Monthly Schedule Update, the Contractor shall submit an electronic file of the Contractor’s Schedule to the Contracting Officer on CD in PRX format. One CD shall be provided to the regional office. The Government reserves the right to request that electronic submittals be submitted via upload to a File Transfer Protocol (FTP) site in addition to submittal on CD. PDF format shall be provided in addition to the PRX for inclusion in the monthly report. The Contractor shall submit accompanying schedule reports and graphics as specified herein.

2.4.6 Schedule Updating: On a weekly and monthly basis, the Contractor shall be available to meet with the Contracting Officer for the purpose of updating the Schedule.

2.4.7 Schedule Modifications: If, as a result of the weekly and/or monthly schedule update agreed to by the Government, it appears the schedule no longer represents the actual execution plan of the work, the Contractor shall revise the schedule to reflect the current plan for the work. As changes to the work are agreed to by the Contracting Officer, the Contractor shall revise its schedule accordingly to reflect the appropriate logic for insertion of the new or changed activities. All changes must be reflected in the monthly schedule update report submission.

2.4.8 Recovery Schedule: When any critical path activity’s anticipated completion date extends 14 calendar days or more beyond the baseline completion date the contractor shall provide written explanation of the slippage and submit a recovery schedule detailing the recovery work required to restore the baseline completion date. The recovery schedule shall be submitted for approval within (5) calendar days of when the slippage was identified, in PRX format, as a fragnet to the Contracting Officer. The Contracting Officer will accept or reject with comments within seven (7) calendar days of submittal. The contractor shall have (5) calendar days to re-submit the corrected CPM schedule for review. Should the Contracting Officer determine it necessary to accelerate the Project (PIF) schedule, the Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including shift work and overtime, as shall be necessary to insure the progress and completion of the work in the specified timeframe and modify the schedule accordingly to reflect the planned execution strategy to accomplish the work.

2.4.9 Standard Activity Coding Dictionary: The Contractor shall use the activity coding structure defined below. This exact structure is mandatory, even if some fields are not used.

2.4.9.1 PROJECT (PIF) Identification Background: Consistent adherence to the established coding convention is required by the Contracting Officer. The contractor shall use three Project (PIF) codes identified herein for organizing, sorting, and filtering schedules and reports. The contractor shall use any of contractor’s standard coding conventions additionally to manage and control the Project (PIF). All parties shall also use the assigned alphanumeric Contract and Project (PIF) numbers as a separate identifier used for sorts.

2.4.9.2 ACTIVITY CODES: The Contractor shall use a standardized network of activities to track Contract and Project (PIF) activities and milestones. Activity codes shall be utilized for quantity reports and various schedule sorts. Contractor shall include the following activities and activity codes in all schedules. Mechanical Completion is defined as: All equipment physically installed, connected and ready to commence pre-commissioning and commissioning activities.

2.4.9.3 ACTIVITY AND MILESTONE TABLE:

Activity ID	Activity Description	Activity Type
3000	PROJECT (PIF) / PROJECT (PIF) Summary	LOE
3900	PCO – Award	Task Dependent
4000	Contract award	Finish Milestone
4100	Engineering	Task Dependent
4101	30% Engineering	Finish Milestone
4102	60% Engineering	Finish Milestone
4103	90% Engineering	Finish Milestone
5560	Property Acquisition	Task Dependent
5300	Procurement	Task Dependent
User Defined	Equipment Milestones for ex Factory Dates, Site Delivery and Installation	Start/Finish Milestones
5000	Pre-Construction Meeting	Start Milestone
5200	Site Mobilization	Task Dependent
5400	GRD On-Site	Start Milestone
5100	Start of Construction	Start Milestone
5500	Construction	Task Dependent
5101	Below Grade Construction	Start Milestone
5102	Above Grade Construction	Start Milestone
5565	Security	LOE
5570	Housing	LOE
5576	Mechanical Completion	Finish Milestone
5580	Commissioning	Task Dependent
5600	Construction Completed	Finish Milestone
9000	Facility O & M / Iraqi Training	Task Dependent
9075	EPSS - Ministry Security	Task Dependent
9100	PROJECT (PIF) Turned Over to Iraqi Ministry	Finish Milestone
5201	Demobilization	Finish Milestone

2.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project. All required data is to be submitted on CD.

2.5.1.1 File Labels: A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

2.5.1.2 File Name: Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will insure that the names of the files

submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

2.5.2 Narrative Report: A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 4 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Contracting Officer, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

2.5.3 Approved Changes Verification: Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity-by-activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

2.5.4 Schedule Reports: The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, and Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in-progress or completed. Each graphical report shall show comparison of each activity's "current" bar with respective bars of Target 1 schedule and Target 2 schedule (where Target 1 schedule is the agreed baseline schedule, and Target 2 schedule is the agreed progress update from the previous reporting period). The relative positions of the bars shall be; current period uppermost, with Target 2 beneath and finally Target 1 the lowest position of the three bars displayed for each activity.

2.5.4.1 Activity Report: A list of all activities sorted according to activity number and then sorted according to Early Start Date. For completed activities the Actual Start Date shall be used as the secondary sort.

2.5.4.2 Logic Report: A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

2.5.4.3 Total Float Report: A list of all incomplete activities sorted in ascending order of total float. Activities, which have the same amount of total float, shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

2.5.4.4 Progress S-Curve Report: A Microsoft Excel file shall be prepared from the agreed baseline schedule showing an s-curve of summary level progress planned to be achieved on a weekly basis throughout the duration of the project, for activities separated by CLIN and overall project progress (a total of 4 reports). The s-curve shall be time-based (see 3.6.3.2) from the data within the agreed baseline CPM schedule and a data table shall be provided. This file shall be updated each week with actual progress achieved up to the current data date (time-based (see 3.6.3.2) from the data within the "current" CPM schedule) and the "actual" s-curve plotted on the same axes as the baseline to enable direct comparison to be made between planned and actual progress curves for each report. The data table provided shall indicate the date and progress value for actual and baseline s-curves. This report shall be provided in PDF and XLS format.

2.5.5 Network Diagram: The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

2.5.5.1 Continuous Flow: Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity or event number, description, duration, and estimated earned value shall be shown on the diagram.

2.5.5.2 Project Milestone Dates: Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

2.5.5.3 Critical Path: The critical path shall be clearly shown.

2.5.5.4 Banding: Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

Section 01010 – List of documents, exhibits, attachments

1. Civil/Site/Support Work: Referenced drawings provided are 00.C.02.01.D.4 with (00.CE.00.01.D.1 through 00.CP.01.01.D.3) & 02.A.00.01.D.2.
2. Maximum Security Building: Referenced drawings provided are 06.A.00.01.D.2 through 06.E.08.01.D.2 with 06.M.01.00.D.2 through 06.S.08.07.D.2
3. Control Stations and Site Security Management Building (22): Referenced drawings provided are 22.A.01.01.D through 22.E.01.02.D.
4. Visitation Maximum Security Building: Referenced drawings provided are 53.A.00.01.D.2 through 53.S.01.02.D.2

Appendix 6

Nasariyah Ph II
Estimated Cost
Breakdown

**Estimated Cost Breakdown
For
Nasariyah Phase II**

Firm Fixed Price Award: \$6,244,542

Contingency Reserve (10%): \$624,454

Estimated S&A (6.5%): \$405,895

Estimated Total: \$7,274,891

Appendix 7

Nasariyah Ph II
Contracting Officer's
Representative (COR)



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
GULF REGION SOUTH DISTRICT
BASE CAMP ADDER, IRAQ
APO AE 09331



REPLY TO
ATTENTION OF

Contracting Office

August 1, 2007

MEMORANDUM FOR John H. Overfield, Acting Area Engineer, Adder Area Office, Corps of Engineers, Gulf Region South District

SUBJECT: Designation of Contracting Officer's Representative (COR), Contract W917BK-07-C-0033, Nasiriyah Prison Facility Phase II Expansion

1. Pursuant to DFARS 201.602-2, you are hereby designated COR in administration of subject contract with Al-Bare'a Contracting Company.
2. You are authorized by this designation to take action with respect to the following:
 - a. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications. Specific emphasis should be placed on the quality provisions, for both adherences to the contract provisions and to the contractor's own quality control program.
 - b. Perform, or cause to be performed, inspections necessary in connection with paragraph 2a and verify that the contractor has corrected all deficiencies. Perform acceptance for the Government of services performed under this contract.
 - c. Maintain liaison and direct communications with the contractor. Written communications with the contractor and other documents pertaining to the contractor shall be signed, as "Contracting Officer's Representative" and a copy shall be furnished to the contracting officer.
 - d. Monitor the contractor's performance; notify the contractor of deficiencies observed during surveillance and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems. In addition, you are required to submit a monthly report concerning performance of services rendered under this contract.
 - e. Coordinate site entry for contractor personnel, and insure that any Government-furnished property is available when required.
3. You are not empowered to award, agree to, or sign any contract (including delivery orders) or contract modification or in any way obligate the payment of money by the Government. You may not take any action which may affect contract or delivery order schedules, funds or scope. The Contracting Officer shall make all contractual agreements, commitments or modifications, which involve price, quantity, quality, delivery schedules or other terms and conditions of the contract. You may be personally liable for unauthorized acts. You may not re-delegate your COR authority.
4. This designation as a COR shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer or unless you are separated from Government service. If you are to be reassigned or to be separated from Government service, you shall notify the Contracting Officer sufficiently in advance of re-assignment or separation to permit timely selection and designation of a successor COR. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor COR or obtain disposition instructions from the Contracting Officer.

SUBJECT: Designation of Contracting Officer's Representative (COR)

5. You are required to maintain adequate records to sufficiently describe the performance of your duties as COR during the life of this contract and to dispose such records as directed by the contracting officer. As a minimum, the COR file must contain the following:

- a. A copy of the letter of appointment from the Contracting Officer, a copy of any changes to that letter, and a copy of any termination letter.
- b. A copy of the contract or the appropriate part of the contract and all contract modifications.
- c. All correspondence initiated by the authorized representatives concerning performance of the contract.
- d. The names and position titles of individuals who serve on the contract administration team. The Contracting Officer must approve all those who serve on this team.
- e. A record of inspections performed and the results.
- f. Memoranda for record or minutes of any pre-performance conferences.
- g. Memoranda for record or minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance.
- h. Applicable laboratory test reports, if applicable.
- i. Records about the contractor's quality control system and plan, and the results of the quality control effort.
- j. A copy of the surveillance schedule.
- k. Documentation pertaining to your acceptance of performance of services, including reports and other data.

6. At the time of contract completion, you will forward all records to the Contracting Officer for retention in the contract files.

7. All personnel engaged in contract and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the US Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7R, Standards of Ethical Conduct Regulations sets forth standards of conduct for all personnel directly and indirectly involved in contracting. You must review DoD 5500.7R as required.

8. Any COR who may have a direct or indirect financial interest that would place the COR in a position where there is a conflict between the COR's private interests and public interests of the United States shall advise the supervisor and the Contracting Officer of the conflict so that appropriate actions may be taken. A COR shall avoid the appearance of such conflict to maintain public confidence in the US Government's conduct of business with the private sector.

9. You are required to acknowledge receipt of the appointment on the original copy and return it to the Contracting Officer for retention in the contract file. Your signature also serves as certification that you have read and understand the contents of DoD 5500.7R. The duplicate copy should be retained for your file.



Frank Sanchez JR
Contracting Officer

SUBJECT: Designation of Contracting Officer's Representative (COR)

Receipt of this appointment is acknowledged (W917BK-07-C-0033).

COR Name: **John H. Overfield**

Signature:  Date: 02 Aug 2007

Title: Acting Area Engineer Adder Area Officer Telephone: 540-678-1905